Creator Partnership Agreement

Master Agreement - Vidfluencer

This Creator Partnership Agreement ("Agreement") is made between:

1. **Aryan Khan and Jonathan Neill, trading together as Vidfluencer**, an ordinary partnership, operating at vidfluencer.io ("Company", "we", "us"); and

2. **The person named in the Creator Details below** ("Creator", "you").

It takes effect when signed by both parties.

Creator Details

To be completed by the Creator before signing. Please fill in every field marked * (use "N/A" if it does not apply). We cannot start work until these are complete.

Full legal name *
Your own name, as on your ID _____

Creator / channel name
The name you post under, if different _____

Contact email *
Used for deals, payments and formal notices _____

Address *
Your home or business address _____

Country of residence *
Needed for tax and advertising rules _____

Social channels and handles *
e.g. TikTok, YouTube, Instagram links _____

Payment method *
PayPal / bank transfer / Wise (select one)
Payment details: _____

VAT number
Only if you are VAT-registered _____

Age * (tick one): [ ] I am 18 or over [ ] I am under 18 (a parent or legal guardian must also sign at the end)

1. Purpose and Nature of the Relationship

1.1 Company operates a service that connects content creators with brand partnership and user-generated content (UGC) opportunities.

1.2 Company is not a talent management agency. Company does not manage, direct or control Creator's channels, content strategy or brand outside the specific deals it facilitates under this Agreement.

1.3 This Agreement does not create an employment, agency (beyond facilitating the specific deals described below), partnership or joint-venture relationship. Creator is an independent contractor at all times and decides independently whether to accept, decline or negotiate any opportunity.

1.4 This Agreement is non-exclusive. Creator remains free to seek and accept brand deals independently or through other parties. Company's commission (Section 3) applies only to deals that Company introduces, negotiates or materially facilitates.

2. Services Provided by Company

2.1 Company will:

- identify and present relevant brand partnership and UGC opportunities to Creator;
- negotiate deal terms on Creator's behalf where Creator asks it to; and
- issue a deal-specific Addendum for each brand partnership (see Section 4).

2.2 No upfront fee is charged to Creator for these services.

2.3 Company will tell Creator which brand it proposes to introduce Creator to, and will share Creator's details with a brand only once Creator has agreed.

2.4 Company has no authority to sign anything for Creator or to bind Creator to a deal. Creator is bound only by a Deal Addendum that Creator has signed.

3. Commission

3.1 **Rate.** Company charges a commission of 20% of the Deal Fee for any deal that Company sources, introduces or materially facilitates for Creator, including brand partnerships, UGC contracts, sponsorships and affiliate arrangements (a "Company Deal"). "Deal Fee" means the total amount paid or payable to Creator by the brand under the deal, excluding VAT, as set out in the Deal Addendum.

3.2 **When it is earned.** Commission is only earned once a deal is successfully secured and, unless the Deal Addendum says otherwise, is calculated on payments actually received by Creator from the brand. If there is no deal, there is no fee.

3.3 **Who pays, and how.** Each Deal Addendum will state the commission rate and amount and whether it is deducted before funds are paid to Creator, invoiced to Creator separately, or paid by the brand. If the brand also pays Company a commission on the same deal, the Deal Addendum will say so, and Company will not charge Creator commission on that deal unless the Deal Addendum clearly states that both apply.

3.4 **Renewals and extensions.** Any renewal or extension of a Company Deal with the same brand that is agreed within 6 months of the date Company first introduced Creator to that brand is treated as a Company Deal, and commission applies. A renewal or extension agreed after that, with no involvement from Company, is treated as Creator independently sourcing the opportunity, and no commission applies.

3.5 **Independent deals.** No commission applies to deals that Creator sources entirely independently, without Company's introduction or material involvement.

3.6 **Non-circumvention.** For 6 months from the date Company first introduces Creator to a brand, Creator will not deal with that brand through another channel in order to avoid commission.

3.7 The parties agree that the time-limited commission on renewed or extended deals is a reasonable and proportionate protection of Company's legitimate interest in the introductions it makes, and is no wider in scope or duration than necessary for that purpose.

4. Individual Deal Addenda

4.1 Every brand deal facilitated by Company will be recorded in a separate, written Deal Addendum signed by Creator. Each Addendum will specify: the brand's name, deliverables, content specifications, granted usage rights, any exclusivity period, the Deal Fee, the commission (see clause 3.3), who pays Creator and when, deadlines, and brand-specific requirements.

4.2 If a Deal Addendum conflicts with this Agreement, the Deal Addendum governs, but only for that specific deal.

4.3 No brand deal is binding on Creator until Creator has reviewed and signed the relevant Deal Addendum.

5. Payment Terms

5.1 Each Deal Addendum will state whether the brand pays Creator directly or pays Company.

5.2 Where Company receives money for Creator, Company holds Creator's share for Creator and pays it by PayPal (unless another method is agreed in writing) within 7 days of receiving cleared funds, unless the Deal Addendum states a different timeframe. Company will give Creator a short statement showing the amount received and any deduction.

5.3 Each party bears its own payment fees unless the Deal Addendum says otherwise.

5.4 Creator is solely responsible for their own tax obligations. Company does not withhold tax on Creator's behalf.

6. Creator Confirmations and Code of Conduct

6.1 Creator confirms that the details given in the Creator Details are accurate, that Creator is free to enter this Agreement, and that Creator is 18 or over, or that a parent or legal guardian has signed this Agreement below.

6.2 When producing content under any Deal Addendum, Creator agrees to:

- (a) deliver content that meets the specifications and deadlines in the Deal Addendum;
- (b) retain full creative control over format, style and delivery, provided the final content satisfies the brand's stated requirements;
- (c) clearly disclose paid partnerships in line with applicable advertising rules (for example the ASA/CAP Code, CMA guidance, FTC guidance, or the equivalent in Creator's country), including a visible #ad, #sponsored or "paid partnership" label;
- (d) not misrepresent the brand, its product or Company, and not make false, misleading or unsubstantiated claims;
- (e) not use footage, music, images or other material that infringes a third party's intellectual property or rights;
- (f) maintain professional conduct in all communication with brands and Company representatives;
- (g) avoid conduct that is unlawful, discriminatory, harassing, defamatory, sexually explicit, or otherwise reasonably likely to damage the reputation of the brand or Company while producing content under this Agreement; and
- (h) promptly disclose any conflict of interest (for example an existing deal with a direct competitor) before accepting a Deal Addendum.

7. Intellectual Property and Usage Rights

7.1 Creator retains ownership of the content they produce, subject to the usage rights granted to the brand and/or Company under the relevant Deal Addendum.

7.2 Any licensing terms, usage windows or exclusivity periods are specified per deal and do not extend beyond what is agreed in that Deal Addendum.

8. Confidentiality

Each party will keep confidential any non-public information shared by the other or by a brand partner (for example deal terms, fees, unreleased products and campaign strategy) and will not disclose it to third parties without consent, except to professional advisers under a duty of confidence, or where disclosure is required by law.

9. Data Protection

9.1 Each party will comply with the UK GDPR and the Data Protection Act 2018 in relation to personal data shared under this Agreement.

9.2 Company will use Creator's personal data to run this service, to propose and arrange deals and to make payments, and will share it with a brand only as set out in clause 2.3. Company will keep it secure and will not sell it.

10. Term and Termination

10.1 This Agreement has no fixed end date and does not expire with the passage of time. It remains in effect until either party ends it by giving 14 days' written notice in accordance with Section 15 (Notices).

10.2 If, when notice is given, a Deal Addendum sourced by Company is still active, this Agreement will not end until that deal is Completed, despite the 14-day notice period. "Completed" means the later of the campaign end date in the Deal Addendum and the date Creator has been paid in full.

10.3 Ending this Agreement does not affect: (i) commission already owed on deals secured before it ended; (ii) obligations under any active Deal Addendum, which continue until that deal is Completed; or (iii) clauses 3.4 and 3.6 for brands Creator was introduced to before it ended.

10.4 Either party may end this Agreement immediately by written notice if the other commits a material breach that is not remedied within 14 days of written notice requiring it. Company may suspend or end this Agreement immediately if Creator materially breaches clause 6.2.

11. Limitation of Liability

11.1 Company's role is limited to introducing and facilitating opportunities. Unless a Deal Addendum states otherwise, Company is not a party to the underlying brand agreement and is not liable for a brand's non-payment, breach or misconduct.

11.2 Neither party is liable to the other for indirect, incidental or consequential damages arising from this Agreement.

11.3 Nothing in this Agreement limits or excludes either party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded under English law.

11.4 Subject to clause 11.3, Company's total liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, will not exceed the total commission received by Company from Creator's deals in the 12 months before the claim.

12. Indemnification

Creator agrees to indemnify Company against reasonable losses and costs arising from third-party claims caused by Creator's breach of clause 6.2, Creator's use of infringing material, or false statements made in content produced under this Agreement.

13. Dispute Resolution and Governing Law

13.1 The parties will first try to resolve any dispute informally through good-faith discussion.

13.2 This Agreement is governed by the laws of England and Wales. Disputes not resolved informally are subject to the exclusive jurisdiction of the courts of England and Wales.

14. Entire Agreement and Changes

14.1 This Agreement, together with any signed Deal Addenda, is the entire agreement between the parties on this subject and replaces any earlier discussions or agreements, written or oral.

14.2 Each party confirms it has not relied on any statement not set out in this Agreement, but nothing in this Agreement excludes liability for fraudulent misrepresentation.

14.3 Any change to this Agreement must be in writing and agreed by both parties (email confirmation is sufficient).

15. Notices

15.1 Any notice under this Agreement, including notice of ending it under Section 10, must be in writing and sent by email to Creator's email address in the Creator Details and to the email address Company gives Creator in writing, or by another written method agreed between the parties.

15.2 A notice is treated as received: if sent by email before 5pm on a business day, on that day; otherwise on the next business day; if sent by post, two business days after posting.

16. Severability

If any provision is found invalid, illegal or unenforceable, the rest continues in force, and the parties will negotiate in good faith to replace it with one that achieves its original intent as closely as possible.

17. Waiver

No failure or delay by either party in exercising a right under this Agreement is a waiver of that right, and no single or partial exercise of a right prevents its further exercise.

18. Assignment

Creator may not assign, transfer or subcontract their rights or obligations under this Agreement without Company's prior written consent. Company may assign this Agreement to a successor of its business, provided Creator is notified in writing.

19. Third-Party Rights

This Agreement does not give rights to anyone who is not a party to it, and the Contracts (Rights of Third Parties) Act 1999 does not apply to it.

20. Counterparts and Electronic Signature

This Agreement may be signed in counterparts, including by electronic signature, each of which is an original and which together form one agreement.

Signatures

This Agreement has no fixed term and continues until ended in accordance with Section 10.

On behalf of Vidfluencer (Aryan Khan and Jonathan Neill, trading together as Vidfluencer):



Jonathan Neill



Aryan Khan

Creator:

Name (print): _____

Signature:

_____

Parent or legal guardian (only if the Creator is under 18):

I am the parent or legal guardian of the Creator. I consent to this Agreement and will make sure the Creator complies with it.

Name (print): _____

Relationship to Creator: _____

Signature:

_____