

## EDITOR AGREEMENT

### 1. PARTIES

This Agreement is entered into by and between High Five Videos Proprietary Limited (Registration No. 2024/381522/07), a private company with limited liability incorporated in accordance with the laws of the Republic of South Africa ("**High Five Videos**"); and the party that creates, uploads or otherwise provides Derivative Works on or through the Site ("**Editor**").

### 2. INTRODUCTION

Whereas High Five Videos and the Editor desire to establish the terms and conditions under which the Editor will provide Content to High Five Videos, and the Parties agree as set out herein.

### 3. INTERPRETATION

3.1 The headings to the clauses of this Agreement are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.

3.2 Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and similar expressions shall bear corresponding meanings:

3.2.1 "**Agreement**" shall mean this Editor Agreement including any schedules hereto;

3.2.2 "**Business Day**" shall mean any day other than a Saturday, Sunday or official public holiday in South Africa;

3.2.3 "**Content**" shall mean any material and content, including but not limited to, footage, videos and video clips made available on or through the Site by contributors and High Five Videos;

3.2.4 "**Derivative Works**" shall mean new videos that are created by the Editor which use or incorporate the Content and/or third-party content and are uploaded or otherwise provided by, on or through the Site and available on or through the Site;

3.2.5 "**Effective Date**" shall mean the date upon which the Editor first uploads or otherwise provides Derivative Works on or through the Site;

3.2.6 "**Intellectual Property Rights**" shall mean all patent rights, copyright rights, work rights, rights of publicity, trademark, trade and service rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of the Republic of South Africa;

3.2.7 "**Licence Fee**" shall mean the monthly fee determined by High Five Videos from time to time and payable by subscribers to High Five Videos in exchange for a licence granted in respect of Derivative Works;

3.2.8 "**Parties**" shall mean High Five Videos and Editor, and "**Party**" shall be a reference to either of them;

3.2.9 "**Service**" shall mean the Site and all Content made available therein for use by subscribers to the Site; and

3.2.10 "**Site**" shall mean [www.highfivevideos.com](http://www.highfivevideos.com).

### 4. DURATION

This Agreement shall commence as from the Effective Date and shall endure indefinitely until terminated by either Party upon 30 (thirty) days' notice in writing.

### 5. LICENCE IN RESPECT OF CONTENT

5.1 By publishing any Derivative Works on the Site, the Editor expressly grants, and represents and warrants that the Editor has all rights necessary to grant to High Five Videos, a multi-use, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information

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regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make further derivative works of all such Derivative Works including the Editor's name, voice, and/or likeness to the extent that same is contained in the Derivative Works, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Site and High Five Video's business, including without limitation for promoting the Service in any media formats and through any media channels.

### **6. UPLOADING AND PUBLISHING CONTENT**

- 6.1 The Editor agrees not to upload or publish any Derivative Works to the Site that:
  - 6.1.1 may create a risk of harm, loss, or emotional distress to any person;
  - 6.1.2 may create a risk of any other loss or damage to any person or property;
  - 6.1.3 seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
  - 6.1.4 may constitute or contribute to a crime or delict;
  - 6.1.5 contain any information or content that is unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), defamatory, threatening, hostile, profane, violent, or that which provokes violence or hostility, or is otherwise objectionable;
  - 6.1.6 contain any information which discriminates against others based on race, religion, sex, sexual orientation, age, disability, ancestry or national origin;
  - 6.1.7 contain any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets);
  - 6.1.8 contain any information or content that the Editor does not have a right to make available under any law or under contractual or fiduciary relationships; or
  - 6.1.9 contain any information or content that the Editor knows is not correct and current.
- 6.2 The Editor agrees that the Derivative Works do not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights or rights of privacy or publicity.
- 6.3 High Five Videos reserves the right, but is not obligated, to reject and/or remove any Derivative Works that High Five Videos believes, in its sole discretion, violates this Agreement.

### **7. SUB-LICENSING OF CONTENT**

- 7.1 High Five Videos shall be entitled to grant a limited, non-exclusive and non-transferable sub-licence to subscribers to the Site to download and use the Derivative Works on other mediums.
- 7.2 The sub-licence contemplated in clause 7.1 above shall be granted on such terms and conditions as High Five Videos may determine in its sole and absolute discretion.
- 7.1 Any Licence Fee which may be payable by a subscriber to the Site shall be split proportionally between High Five Videos, the Editor and any contributors to the Site whose content has been used in respect of a Derivative Work, in accordance with High Five Videos' then-applicable Licence Fee sharing model, a copy of which shall be made available to the Editor from time to time.

### **8. INTELLECTUAL PROPERTY**

- 8.1 Any and all of the copyright, trademarks, trade names and other Intellectual Property Rights subsisting in or to the Site, and to any content made available thereon by High Five Videos are and shall remain the sole property of High Five Videos. The Editor shall not during or at any time after the expiry or termination of this Agreement in any manner, question or dispute the ownership by High Five Videos thereof.

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- 8.2 Any and all of the Intellectual Property Rights subsisting in or to the Content are and shall remain the sole property of the party who has made the Content available on or through the Site.
- 8.3 Any Intellectual Property Rights subsisting in or to any Derivative Works shall be the sole property of the Editor.
- 8.4 The Editor shall indemnify and hold High Five Videos harmless against all liabilities, costs and expenses which High Five Videos may incur or suffer as a result of the infringement of any Intellectual Property Rights of High Five Videos by the Editor.

### **9. WARRANTIES**

- 9.1 In connection with the Derivate Works, the Editor hereby affirms, represents and warrants the following:
  - 9.1.1 The Derivative Works will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy and publicity rights.
  - 9.1.2 There is no suit action or claim or other legal or administrative proceeding now pending or threatened which might directly or indirectly affect any of the Derivative Works or which might in any way impair the rights granted by the Editor hereunder.
  - 9.1.3 If the Derivative Works contain or incorporate in any manner any components including but not limited to design elements, fonts, clipart, sprites, vectors or brush tools and the like that are included in design programs, by uploading any such Derivative Works to High Five Videos, the Editor represents and warrants that the applicable license agreement, terms of service or the equivalent license agreed to by the Editor allows the Editor to incorporate such elements in the Derivative Works created by the Editor, and to license such Derivative Works to High Five Videos for the purposes set forth herein.
  - 9.1.4 The Derivative Works are neither obscene, defamatory, or otherwise objectionable.
  - 9.1.5 To the best of the Editor's knowledge, all the Derivative Works and other information that the Editor provides is truthful and accurate.
  - 9.1.6 The Editor will not transmit unsolicited emails or engage in spamming to publicise or promote the Editor's relationship with High Five Videos.
  - 9.1.7 If the Editor uses the Site to post, publish or share Derivative Works, the Editor agrees that the Editor has verified that the Derivative Works do not contain anything that is illegal, encourages illegal activity, infringes (or is otherwise deceptively similar to) any third-party's Intellectual Property Rights, or otherwise breaches this Agreement.
- 9.2 High Five Videos takes no responsibility and assumes no liability for any Derivative Works that the Editor or any other user or third-party posts or publishes using the Site. The Editor shall be solely responsible for the Derivative Works and the consequences of posting and publishing same, and the Editor agrees that High Five Videos is only acting as a passive conduit for the Editor's online distribution and publication of the Derivative Works.
- 9.3 In the event that the Derivative Works are alleged to be unlawful, the Editor agrees that High Five Videos may disclose such Derivative Works to law enforcement or other government authorities.

### **10. LIABILITY**

- 10.1 To the extent permitted by law, High Five Videos shall not be liable to the Editor for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the use of the Site by the Editor, or otherwise except to the extent set out in this Agreement.

### **11. CESSION AND DELEGATION**

The Editor shall not, without High Five Videos' prior written approval, be entitled to cede or delegate any of its rights or obligations under this Agreement.

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### **12. BREACH AND TERMINATION**

- 12.1 Should either Party ("the Defaulting Party") commit a breach of any of the provisions of this Agreement, then the other Party ("the Aggrieved Party") shall be entitled to require the Defaulting Party to remedy the breach within 10 (ten) Business Days, or any other reasonable time, of delivery of a written notice requiring it to do so. If the Defaulting Party fails to remedy the breach within the period specified in such notice the Aggrieved Party shall be entitled to cancel the Agreement and claim damages.
- 12.2 In the event of termination of this Agreement for any reason:
  - 12.2.1 the Derivative Works shall remain on the Site; and
  - 12.2.2 the rights granted by the Editor under clauses 5 and 7 shall continue in full force and effect.

### **13. DISPUTE RESOLUTION**

- 13.1 If a dispute between the Parties arises out of or is related to this Agreement, the Parties shall meet and negotiate in good faith to attempt to resolve the dispute. If, after 30 (thirty) days from the date upon which the dispute was declared by a Party by written notice, the dispute is not resolved the matter shall be determined in accordance with the following provisions.
- 13.2 Save in respect of those provisions of this Agreement which provide for their own remedies which would be incompatible with arbitration, or in the event of either Party instituting urgent action against the other in any court of competent jurisdiction, any dispute arising from or in connection with this Agreement will be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator or arbitrators appointed by AFSA.
- 13.3 This clause 13 will be severable from the rest of this Agreement so that it will operate and continue to operate notwithstanding any actual or alleged voidness, voidability, unenforceability, or accepted repudiation, of this Agreement.
- 13.4 Neither Party shall be entitled to withhold performance of any of their obligations in terms of this Agreement pending the settlement of, or decision in, any dispute arising between the Parties and each Party shall in such circumstances continue to comply with their obligations in terms of this Agreement.

### **14. GOVERNING LAW**

The entire provisions of this Agreement shall be governed by and construed in accordance with the laws of South Africa. Furthermore, the Parties hereto hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the Gauteng Division of the High Court, Pretoria, in regard to all matters arising from this Agreement.

### **15. GENERAL**

- 15.1 This document contains the entire agreement between the Parties in regard to the subject matter hereof.
- 15.2 No Party shall be bound by or have any claim or right of action arising from any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in this document whether it induced the contract and/or whether it was negligent or not.
- 15.3 No variation, amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding or have any force and effect unless reduced to writing and signed by or on behalf of the Parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating to strictly to the matter in respect whereof it was made or given.
- 15.4 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed

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- pursuant to or in terms of this Agreement, shall operate as an estoppel against any Party in respect of its rights under this Agreement.
- 15.5 It is agreed between the Parties, that notwithstanding the provisions of Section 1 of the Electronic Communications and Transactions Act, 2002, any amendment to this Agreement shall only be effective if it is reduced to writing on paper and signed by all the Parties.
- 15.6 No failure by any Party to enforce any provision of this Agreement shall constitute a waiver of such provision or affect in any way such Party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.
- 15.7 Except as provided for under this Agreement, nothing in this Agreement, express or implied, is intended to confer upon any person not a party to this Agreement any rights or remedies under or by reason of this Agreement.
- 15.8 If any clause or term of this Agreement should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the Parties shall negotiate in good faith to replace such clause with a clause which is valid, enforceable and legal but maintaining the essential provisions of that clause to the extent possible, provided that if the Parties should fail to reach agreement on such replacement clause, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of this Agreement.