

Sleepstein™ UGC Creator & Athlete Influencer Agreement

Creator: Craig Omozeje

Effective Date: January 30, 2026

1. Scope of Work

Creator agrees to produce and deliver UGC content promoting Sleepstein™ for use on TikTok, TikTok Shop, Amazon, Instagram, Meta, and other digital marketing channels. All content will be delivered according to the milestone schedule below.

2. Deliverables

Creator shall provide:

- 15 TikTok videos (20–30 seconds minimum)
- Available raw UGC assets (optional unedited product clips, hooks, variations)
- Available high-resolution product photos
- TikTok Shop product tagging in all posted videos

All videos must be:

- 9:16 vertical format
- Shot with clear lighting and audio
- Clearly showcase the product
- Compliant with TikTok policies and Sleepstein™ brand guidelines
- Posted on the Creator's TikTok account
- Are subject to final approval and acceptance by Sleepstein™ to count toward milestone completion.

3. Compensation and Milestone-Based Payment Structure

Total Compensation: \$200 USD

Total Deliverables: 15 TikTok videos

Creator will be compensated through a three-milestone payment schedule tied to completed and Sleepstein™-approved deliverables. Payment will only be released once all requirements for each milestone are met.

Milestone 1 — \$65

- Paid when the first 5 videos are created, delivered, approved, and accepted by Sleeptein™ and posted (if posting is part of the agreement).

Milestone 2 — \$65

- Paid when the second set of 5 videos is created, delivered, approved, and accepted by Sleeptein™ and posted.

Milestone 3 — \$70

- Paid when the final 5 videos are created, delivered, approved, and accepted by Sleeptein™ and posted.

Sleeptein™ will send payment within 5 business days of each milestone completion.

Additional Notes

- If any video is rejected for policy violations or Sleeptein™ approval/acceptance, the Creator will reshoot at no extra cost.
- If the Creator fails to complete all 15 videos, payment will only cover completed milestones.
- No further compensation is owed unless separately negotiated.

4. Usage Rights & Content License

A. Grant of Perpetual License

The Creator grants Sleeptein™ a perpetual, irrevocable, royalty-free, worldwide, transferable, and sub-licensable license to use all delivered content (including all raw and final assets) for any purpose (including, but not limited to, commercial, advertising, marketing, editorial, and promotional purposes), in any and all media now known or hereafter devised. The granted license includes the perpetual, irrevocable right for Sleeptein™ to crop, edit, combine, overlay, or otherwise modify the content and all assets at its sole discretion.

B. Full Compensation & Waiver

The Creator acknowledges that the compensation outlined in Section 3 constitutes full and final payment for the creation of the content and the grant of this perpetual, all-rights license. The Creator explicitly waives any right to additional compensation or royalties for any use of the content by Sleeptein™, including all paid advertising uses (e.g., Spark Ads, Meta Ads, etc.).

C. Spark Ads Access

If Sleeptein™ requires Spark Ads access, the Creator must provide access codes valid for a minimum of 180 days.----Key Changes Summary

5. Exclusivity

Creator shall not promote or endorse direct competing products in the same category for 60 days after final posting, unless Sleeptein™ approves in writing.

6. Ownership

- Creator retains copyright to all original content.
- Sleeptein™ retains licensed usage rights as described above.
- Any raw files provided are included under the same license terms.

7. Product Seeding Requirement

Sleeptein™ will provide the Creator with one free product unit. In exchange, Creator agrees to:

1. Post one (1) Verified Review on TikTok Shop within 5 days of receiving the product.
2. Create and deliver one (1) UGC video about the product.
 - o This video is counted toward the 15 paid videos.
 - o Usage rights follow the same terms outlined in Section 4.

Completion of this section is required before the milestone schedule begins.

8. Brand Responsibilities

Brand will:

- Provide product assets (product photos, packaging, benefits, ingredient info)
- Provide general creative guidance (scripts may be provided)
- Release milestone payments on time

9. Creator Responsibilities

Creator will:

- Deliver content by deadlines
- Follow TikTok policies and guidelines
- Avoid making unapproved health/medical claims
- Maintain a professional tone and communication
- Reshoot content if removed by TikTok due to avoidable policy violations

10. Term & Termination

Either party may terminate with 14 days written notice, with payment owed for completed milestones only.

Sleepstein™ may terminate immediately if:

- Exclusivity is violated
- Content is plagiarized
- Creator damages brand reputation
- Deliverables are repeatedly missed

11. Confidentiality

All pricing, brand strategy, internal files, unreleased product details, creative briefs, and performance-related data must remain confidential.

12. Dispute Resolution (U.S. Law)

This Agreement shall be governed by and interpreted in accordance with the laws of the United States and the State of Utah, without regard to conflict-of-law principles.

1. Both parties will attempt to resolve any dispute through good-faith negotiation.
2. If unresolved, the dispute shall be submitted to **binding arbitration** in Salt Lake City, Utah, in accordance with the rules of the American Arbitration Association (AAA).
3. Each party shall bear its own legal fees unless otherwise determined by the arbitrator.

Signatures

Brand Representative

Name: _____
Signature: _____
Date: _____

Creator

Name: CRAIG OMOZEJE
Signature: Craig Omozeje
Date: January 30, 2026