

USER-GENERATED CONTENT (UGC) CREATOR **AGREEMENT**

This Agreement is entered into by 'Fab Glass and Mirror' and UGC Creator 'Savannah Shaw'

UGC Creator: Savannah Shaw

Brand/Advertiser: Fab Glass and Mirror

Brand Representative: Tehmas Baig

Company Address: 374 Westdale Ave Suite B, Westerville, Ohio 43082

I. EFFECTIVE DATE

This Agreement is made effective as of 04/09/2025.

II. MUTUAL ACKNOWLEDGMENT

Both the Brand/Advertiser and the UGC Creator hereby affirm their acceptance and commitment to the terms of this Agreement.

III. TERM OF AGREEMENT

This Agreement shall commence on the Effective Date and shall remain in force until the Brand/Advertiser has fulfilled the payment for the creator services. Renewal of the Agreement is subject to mutual consent.

IV. PAYMENT TERMS

- A. The total compensation for services rendered shall be \$500 USD.
- B. The Brand/Advertiser shall remit the remaining balance within seven (7) days following receipt of the watermarked content. The final unwatermarked content will be delivered upon full payment.
- C. Payments will be processed via PayPal, Wire Transfer, ACH Transfer, or Zelle.
- D. Payment processing fees are the responsibility of the Brand/Advertiser and will be included in the final invoice issued by the Creator at the end of the term.
- E. The UGC Creator shall bear sole responsibility for any applicable taxes on payments received.
- F. The Brand/Advertiser shall cover all expenses related to the shipping and delivery of products essential for the UGC Creator to fulfill the agreed-upon services. Should the Creator need to purchase additional items, the Brand/Advertiser agrees to reimburse the Creator for those pre-approved expenses.
- G. Failure to settle the invoice within one week of its issuance and content delivery will result in a 50% surcharge on the outstanding amount.

V. CONTENT CREATION REQUIREMENTS

- A. The UGC Creator is commissioned to produce 1 UGC video(s).

- B. The Brand/Advertiser will provide a content brief or script detailing the concepts to be executed. Additional content, if required, will be subject to extra charges, agreed upon in advance by both parties. Payment for such additional content must be made prior to delivery.
- C. The UGC Creator agrees to deliver the content within 10 days of receiving the necessary product or within 10 days of contract signing, contingent upon the receipt of initial payment and confirmation of video concepts.
- D. The UGC Creator is obligated to produce original content that is truthful, decent, and factual.
- E. The content must be free of vulgar language and appropriate for all audiences.

VI. REVISIONS

The UGC Creator will obtain written approval of video concepts/scripts via email before filming. The Brand/Advertiser will have three (3) days to request revisions on these concepts/scripts.

The UGC Creator will submit deliverables through a Google Drive link, with watermarked content. The watermark will be removed upon final approval and payment.

The Brand/Advertiser is entitled to one revision per video, with a three (3) day window to submit revision requests following final delivery. If the revision period has passed, and the Brand/Advertiser is requesting revisions the creator will let the brand know what the additional fees are to complete the revisions and the Brand/Advertiser must pay the revision fee before the Creator starts the revising process.

VII. USAGE RIGHTS

A. Grant of Rights: Creator grants the Brand/Advertiser a non-exclusive license to use, distribute, modify, reproduce, and publicly display the content (the “Content”) created under this Agreement for the purposes of advertising, marketing, social media, website usage, paid media, etc.

☐ (Organic Use Only – No Paid Ads) If this box is checked, The Brand/Advertiser is granted organic usage rights only, meaning the Content may be used on the brand’s owned channels (e.g., social media pages, website, email marketing, etc.) but may NOT be used in any paid advertisements, paid social media campaigns, whitelisted ads, or third-party paid placements.

☐ Monthly Usage Rights Term: If this box is checked, that means the rights granted to the Brand/Advertiser shall be valid for [X months] from the date of content delivery. The Brand/Advertiser is able to purchase multiple 30-day terms, included in the total Agreement cost. To extend usage rights, the Brand/Advertiser must pay the extension fee in full before the new term begins. If ads run beyond the approved term without payment, a \$25 daily late fee applies until the extension fee is fully paid.

☒ Perpetual Usage: If this box is checked, the rights granted above shall be perpetual and irrevocable.

B. Modifications & Edits: The Brand/Advertiser may modify, edit, or repurpose the Content, including but not limited to cropping, adding text, or adjusting colors, as long as such modifications do not misrepresent the Creator or their original intent.

C. Attribution: Brand/Advertiser is not required to credit the Creator in all uses of the Content.

D. Exclusive Rights: The Creator agrees not to license or distribute the same Content to any other brand or competitor of Brand/Advertiser for the duration of this agreement.

E. Revocation of Rights: If the usage rights are not perpetual, the Creator reserves the right to revoke the granted rights upon written notice after the expiration of the agreed-upon term.

F. Paid advertising usage rights begin upon final content delivery.

VIII. COPYRIGHT

The UGC Creator retains ownership of the content's copyright. Both parties have the right to share the content on their respective channels.

IX. CONFIDENTIALITY

This Agreement is strictly confidential and access is limited to authorized individuals.

X. AMENDMENT

This Agreement may only be modified or amended through written consent by both the Brand/Advertiser and the UGC Creator.

XI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of California, United States.

XII. TERM COMPLETION

This Agreement shall terminate upon the fulfillment of all obligations by both parties unless otherwise terminated under the terms herein.

XIII. MUTUAL INDEMNIFICATION

Both parties agree to indemnify, defend, and hold each other harmless from any and all claims, costs, liabilities, and damages, including reasonable attorneys' fees, arising from the content delivered under this Agreement.

XIV. TERMINATION

- A. Either party may terminate this Agreement with three (3) days' prior written notice. In the event of termination by the Brand/Advertiser, all services rendered up to the date of termination and approved expenses shall be paid to the UGC Creator. If the UGC Creator terminates the Agreement, any unperformed services shall result in reimbursement to the Brand/Advertiser if the payment was made in advance. If the payment was not made before the decision to terminate the agreement, then the creator holds no obligations to the Brand/Advertiser.
- B. This Agreement will automatically terminate when both Parties have fulfilled their obligations and payments have been settled.

XV. RELATIONSHIP OF THE PARTIES

A. **Non-Exclusivity:** This Agreement does not establish an exclusive relationship. Both parties are free to enter into similar agreements with others, provided there are no conflicts with this Agreement.

B. **Independent Contractor:** The UGC Creator operates as an independent contractor, with no partnership, agency, or employment relationship implied.

XVI. GENERAL PROVISIONS

A. **Assignment:** Neither party may assign rights or obligations under this Agreement without written consent.

B. **Entire Agreement:** This Agreement constitutes the full and complete understanding of the parties, superseding all prior communications. Any amendments must be in writing and signed by both parties.

C. **Severability:** Should any provision of this Agreement be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect.

XVII. SIGNATURES

By signing below, the Parties agree to the terms of this Agreement.

Content Creator Signature:

DocuSigned by:
Savannah Shaw
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Date: 4/9/2025

Brand Representative Signature: Tehmas Baig

Date: 4/11/2025