

Ubee

Creator Partnership Agreement

Confidential

This Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between:

Agency: Ubee Agency LLC, a California limited liability company ("Ubee" or "Agency").

Creator: _____ ("Creator"), operating under the platform username(s): _____.

Background

Ubee is an AI-hybrid creator management agency. The Creator wishes to engage Ubee to produce and manage AI-generated content using the Creator's verified likeness, to manage the Creator's platform accounts and build new accounts as needed, and to operate those accounts as joint revenue-generating channels. This Agreement, together with Schedule A, establishes the terms of services, consent, ownership, revenue sharing, and operations for that engagement.

1. Services Provided

Subject to the services and terms selected in Schedule A, Ubee will provide:

1.1 AI Content Production

- AI content depicting the Creator's verified likeness, generated from approved reference materials.
- Custom fan request fulfillment: interpreting requests, generating content, and delivering it upon the Creator's approval.
- Curated feed content: themed sets scheduled and posted upon approval.
- All AI-generated content labeled #AI or #AIGenerated in accordance with platform policies.

1.2 AI-Assisted Chat

- Setup and training of an AI chat pipeline on the Creator's voice, tone, and personality.
- Ongoing management of AI-assisted fan conversations with human-in-the-loop review before sending.
- Fan segmentation, spending analysis, and personalized upsell opportunities.
- The Creator may step into any conversation at any time.

1.3 Instagram and Social Content (if included in Schedule A)

- SFW AI content for Instagram and other social platforms, scheduled and posted upon approval.

1.4 Cross-Creator AI Collaborations (if included in Schedule A)

- Coordination of AI collaborative content between consenting, verified Creators.
- Requires separate, explicit written consent from all participants per collaboration; revenue split agreed separately per collaboration.

2. Creator Control and Approval Rights

The Creator maintains full creative control at all times.

1. Every AI-generated image is approved by the Creator before publication or delivery, unless otherwise agreed in writing.

2. Every AI-generated chat response passes through human review before sending. The Creator may personally review high-value conversations.
3. The Creator sets content boundaries during Build-a-Bee onboarding. Ubee will not generate content outside approved boundaries without additional written consent.
4. The Creator may request changes to any content, chat style, or process at any time.
5. The Creator may pause or suspend services at any time with 48 hours notice, without penalty.

3. AI Likeness Consent and Rights

3.1 Scope of Consent

The Creator grants Ubee a limited, revocable, non-transferable license to use the Creator's verified likeness, image, and persona to generate AI content, including:

- SFW content for Instagram, X, TikTok, and other social platforms.
- NSFW content for OnlyFans and Fanvue, subject to platform compliance.

NSFW production begins only after the Creator has completed Build-a-Bee onboarding and provided written NSFW consent.

3.2 Conditions

- The likeness is used solely to generate content depicting the Creator themselves.
- Ubee will never use the Creator's likeness to train general-purpose AI models or contribute to public datasets.
- Ubee will never sublicense, sell, or share likeness data with any third party.
- Content boundaries are documented during Build-a-Bee onboarding and may be updated or restricted by the Creator at any time in writing.

3.3 Revocation

The Creator may revoke this license at any time with written notice. Ubee will cease all new content generation within 24 hours.

4. Account Management and Ownership

4.1 Accounts

Ubee will manage the Creator's existing platform accounts and build new accounts on the Creator's behalf as mutually agreed, which may include OnlyFans, Fanvue, Instagram, X, and additional platforms listed in Schedule A.

4.2 Operation During Term

During the term, Ubee manages and operates the accounts and retains administrative access for operational purposes. The Creator retains ultimate ownership of all accounts at all times.

4.3 Transfer on Exit

Upon termination, Ubee will transfer full ownership and access of all accounts to the Creator within 7 days. Ubee may retain only anonymized, aggregate performance metrics for its own records, and will retain no content, likeness data, or personal information. If termination results from a material breach by the Creator, transfer may be withheld until the breach is resolved.

5. Revenue Model

5.1 Service Tiers and Revenue Share

Ubee's fee is a percentage of the Creator's gross revenue from covered platforms, phased as follows:

- Proving period (first 60 days): 20% of gross revenue. The Creator keeps 80%.
- Standard (months 3 to 6): 30% of gross revenue. The Creator keeps 70%.
- Premium (month 7 onward): 35% of gross revenue. The Creator keeps 65%.

5.2 Month 1 Grace Period

In the first full calendar month of operation only, Ubee's fee will not apply unless the Creator's gross revenue for that month exceeds the Baseline by 20% or more. If month 1 gross revenue does not reach 120% of the documented Baseline, no fee is owed for that month and the proving period continues from month 2. From month 2 onward, the standard phase rates in Section 5.1 apply in full.

5.3 Baseline Reference

Before services commence, Ubee and the Creator jointly document the Creator's Baseline: the trailing 90-day average of monthly revenue, derived exclusively from verified platform earnings statements and never from self-reported figures. The Baseline serves as the agreed reference point for measuring growth and performance and is recorded in Schedule A. The Baseline is reviewed quarterly and may be adjusted by mutual written agreement only.

5.4 No Dues

No quarterly dues or platform fees apply under this Agreement.

5.5 Payment

Revenue is calculated monthly. Fees are due within 15 days of month end. Either party may request a third-party audit at any time.

6. Privacy and Security

- All Creator materials are stored in secure, encrypted, access-controlled environments.
- Designer access is compartmentalized; no single designer has access to the complete content library.
- All team members with access to Creator materials are bound by separate NDA agreements.
- All access is logged and auditable; materials are watermarked for traceability where technically feasible.
- Ubee will never share the Creator's personal information, identity, or business relationship with any third party without explicit written consent.

7. Platform Compliance

- OnlyFans AI guidelines: verified creator, own likeness, #AI labeling.
- OnlyFans collaboration rules: verified participants, release forms, proper tagging.
- Fanvue AI policies: proper disclosure, no impersonation.
- Instagram AI content labeling requirements.

If any platform policy materially changes, Ubee will notify the Creator within 48 hours and propose adjusted operations.

8. Term, Termination, and Data Handling

8.1 Termination by Creator

The Creator may terminate at any time with 14 days written notice, without penalty. Final payment is calculated through the date of termination.

8.2 Termination by Ubee

Ubee may terminate with 30 days written notice if the Creator consistently fails to review and approve content within reasonable timeframes, or materially breaches any term of this Agreement.

8.3 Data Deletion

Within 30 days of termination, Ubee will permanently delete all NSFW Creator materials, generated content, and AI likeness models and training data. Non-NSFW materials may be retained for up to 90 days in case the Creator wishes to return, then deleted. Written certification of deletion is provided on request. Account transfer is handled under Section 4.3.

9. Right of First Refusal

During the term and for six (6) months following the Effective Date, if the Creator intends to engage a third party to manage NSFW content on any platform not covered by this Agreement, the Creator will first present the competing offer to Ubee and allow Ubee seven (7) days to match or decline before engaging the third party. This right does not restrict the Creator's ability to pause or terminate this Agreement under Sections 2 and 8.

10. Mutual Obligations

Ubee: deliver services professionally; protect the Creator's likeness and privacy; operate within platform guidelines; communicate transparently; and act in the Creator's best interest.

Creator: provide reference materials and platform access; review and approve content in a timely manner (recommended within 24 hours); communicate boundaries clearly; and provide accurate revenue reporting access.

11. General Provisions

- Independent Contractor: Ubee is an independent contractor, not an employee, partner, or joint venturer of the Creator.
- Governing Law: the laws of the State of California.
- Dispute Resolution: good-faith negotiation first; if unresolved within 30 days, binding arbitration.
- Severability: if any provision is unenforceable, the remaining provisions remain in force.
- Entire Agreement: this Agreement, together with Schedule A, constitutes the entire agreement.
- Amendments: any amendment must be in writing and signed by both parties.

Schedule A: Service Terms and Revenue

Creator Details

Creator name: _____

Agreement date: _____

Agency: Ubee Agency LLC, California

Contact: _____

Service Tier: Growth

Phase	Window	Ubee Rate	Applies To
Proving period	First 60 days	20%	Gross revenue
Standard	Months 3-6	30%	Gross revenue
Premium	Month 7+	35%	Gross revenue

Baseline and Revenue Terms

Established baseline: \$_____ / month (90-day trailing average of verified platform earnings, confirmed at signing)

(Don't fill this out if you've never done paid fan platform work before, your baseline will simply start at \$0.)

Baseline source: OnlyFans platform statements, never self-reported

Creator keeps: 80/70/65% of gross revenue per the phase table above

Quarterly dues: Waived. Founding creator terms.

Baseline review: Quarterly. May be adjusted upward by mutual written agreement only.

Payment terms: Monthly. Ubee fee due within 15 days of month end.

Platforms Covered

Confirmed at signing: OnlyFans, Fanvue, Instagram, X (Twitter), TikTok, Reddit, Passes, Fanfix

Expandable: Additional platforms may be added by mutual written agreement as they are verified for AI content compliance.

Excluded: Fansly (AI content banned). Live-cam platforms (Chaturbate, Stripchat). Any platform where AI likeness content is not permitted.

Services Included: Growth Tier

- AI content production (Active): AI images of creator likeness, #AI labeled, platform-compliant.
- Content approval queue (Active): Creator reviews and approves all content before anything posts.
- Instagram and social pipeline (Active): Brand-new accounts built and managed across all covered platforms.
- Revenue and fan analytics (Active): Live dashboard at ubeeofm.com.
- AI chatter / DM automation (Coming soon): Creator manages own DMs in the meantime; no disruption to current workflow.

- DMCA and leak monitoring (Active): Continuous monitoring from day one.

Both parties confirm the terms above by initialing: Agency _____ Creator _____

Signatures

By signing below, both parties confirm they have read, understood, and agreed to this Agreement together with Schedule A.

For the Agency

Signature: _____

Name: _____

Title: _____

Ubee Agency LLC

Date: _____

For the Creator

Signature: _____

Name: _____

Username(s): _____

Date: _____