

LOGO

AGENCY NAME MODEL CONTRACT

I. INTRODUCTION

This contract was made between the following two parties: The Agency (**AGENCY NAME**), and the proposed model, of whom's name, date of birth and legal address is displayed in **X. Signing**.

II. ACKNOWLEDGMENT

A signature at the bottom of this contract confirms that both **AGENCY NAME** (the agency) and the proposed model;

- a) Acknowledge and accept the terms of this agreement listed in **III. Terms** and will comply.
- b) Have submitted legitimate identification and documentation, inclusive of proof of age over 18.
- c) Agree to individually be referred to as a 'party', and collectively as 'parties'.

III. TERMS

- a) This contract will begin on the date of signature and shall remain in effect indefinitely unless terminated.
- b) The model agrees to compensate the agency with **X% of the gross/net revenue** generated from **OnlyFans** (www.onlyfans.com) and/or any similar platforms that the agency is conducting services on.
- c) The model will not discuss their commission rates and/or payment terms with anyone excluding the agency.
- d) The model will not create or use a new, duplicate or additional account on any revenue-generating or revenue-collecting site, platform or application that could compete with the aforementioned platforms, unless agreed with the agency.
- e) The model gives full consent for the agency to:
 - Gain and process personal data from the proposed model, including forms of identification, that may be used to create and/or verify accounts on all platforms, only where approved by the model.
 - Use agency staff and third parties to fulfil roles within the promotion and/or facilitation of the sale of content.
 - Utilise all content previously stored within the OnlyFans 'Vault' and any future content uploaded by the model and/or sent to the agency from the model for the entire duration of the contract.
 - Create feed/story posts, and engage/communicate across all platforms on their behalf.
- f) The model assumes the responsibility of affirming publicly that individuals subscribing to their page may or may not be interacting with the creator and/or their team, thereby absolving the agency of any related liability, but the agency are entirely responsible for assisting the creator with how to practically do this if they request the assistance.
- g) The model will be responsible for, but not held accountable to completing all pre-paid custom-requested videos and/or calls or video calls that they have agreed with the agency and/or the customer to do.
- h) Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. If any provision of this Agreement is declared void or unenforceable by any judicial or administrative authority, this shall not nullify the remaining provisions of this Agreement, provided that the cancellation of such provision does not substantially alter the economic interest of either Party in the continued performance of this Agreement.

I. NON-DISCLOSURE AGREEMENT

By signing this agreement, the model agrees to enter the terms of the following non-disclosure agreement;

1. 'Confidential Information' refers to any information or material that has or could have commercial value or utility in the agency's business. This includes, but is not limited to, proprietary data, trade secrets, business strategies, client lists, pricing, and any other information designated as confidential by the agency.
2. The model agrees to hold and maintain all Confidential Information in the strictest confidence, solely for the benefit of the agency, ensuring no disclosure to any third party without prior written consent from the agency, and agrees to maintain confidentiality of all information during the contract period and thereafter.
3. The model waives the right to enter into agreements or contracts with any third party concerning Confidential Information disclosed by the agency, without the agency's prior written consent.
4. The model acknowledges that unauthorised disclosure of Confidential Information may result in irreparable harm to the agency, for which monetary damages may be insufficient. The agency shall be entitled to seek injunctive relief and any other remedies available under law in the event of a breach.

II. GDPR

By signing this agreement, the model agrees to enter the terms of the following GDPR agreement;

1. The model agrees to process any personal data provided by the agency (including, but not limited to, content, media, login credentials, personal information, and metrics) in full compliance with the General Data Protection Regulation (GDPR) and any other applicable data protection laws, and shall promptly notify the agency of any personal data breach without undue delay, and provide all relevant information regarding the breach, including the nature of the breach, the affected data, and any actions taken to mitigate the breach.
2. The model shall obtain the agency's prior written consent before engaging any sub-processors to process personal data on behalf of the agency. The model remains fully liable for any acts or omissions of sub-processors in connection with the processing of personal data.
3. The model shall assist the agency, to the extent necessary, in fulfilling its obligation to respond to requests from data subjects exercising their rights under the GDPR, including rights to access, correction, deletion, or data portability.

III. COPYRIGHT

- a) The model will retain ownership of all intellectual property rights, including copyright, to any media or content they independently create, produce, or contribute. This includes, but is not limited to, photographs, videos, audio, or written materials developed by the model.

IV. CONFIDENTIALITY

- a) This contract is confidential and may only be disclosed to the agency, the model, or authorised individuals.
- b) The model agrees to keep all confidential information (defined as any data shared during the course of the agreement, unless already in the public domain or previously known) secret during and after the termination of this agreement. Such information shall only be used for purposes related to this agreement.

V. LIABILITY AND INDEMNIFICATION

The model shall indemnify and hold harmless the agency and its affiliates, directors, officers, employees, partners, contracts or agents from and against any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including but not limited to judgments, interest, reasonable attorney's fees, and all other costs, fees, expenses and charges (collectively, 'claims') to the extent that such claims arise out of or were caused by the negligence, gross negligence, or willful misconduct of the indemnified party or from any breach of the agreement by the indemnifying party. Neither party shall be liable for complete or partial non-fulfilment of the obligations under this agreement if it is caused by commonly recognised force majeure conditions, including but not limited to natural disasters or prohibitive regulations of the government and other circumstances implied by the legislation of the UK. The model assumes the responsibility of affirming publically that individuals subscribing to their page may or may not be interacting with the creator and/or their team, thereby absolving the agency of any related liability.

VI. TERMINATION

Both parties can terminate this agreement at any time.

In any case, termination of this agreement will result in the model being given full control of their accounts.

VII. SIGNING

In witness whereof, by the execution of both parties below, this agreement is declared valid and will form a part of the contract in conjunction with any other relevant documents and agreements presented on behalf of either party.

AGENCY NAME DIRECTOR NAME

AGENCY NAME DIRECTOR SIGNATURE

MODEL NAME

MODEL DATE OF BIRTH

MODEL EMAIL ADDRESS

MODEL LEGAL ADDRESS

MODEL SIGNATURE

DATE OF SIGNATURE