

Management - Revenue Share Agreement

This REVENUE SHARE AGREEMENT ("Agreement") is entered into on _____ ("Effective Date") by and between, TOP-TIER MODELING LLC ("Company"), and _____ ("Model").

R E C I T A L S

WHEREAS, Model desires to engage Company to be their exclusive OnlyFans, social media and marketing manager, representative and advisor throughout the world.

WHEREAS, Company accepts such engagement and agrees to advise and manage the Model in regards to their free and paid OnlyFans accounts, other social media accounts, individual personality and marketing efforts.

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, and for other good and valuable consideration, the parties agree as follows:

I. DURATION

a. 1.1 Term. This Agreement will be effective upon the signing of this Agreement ("Effective Date") and will continue in effect for six (6) months or a twelve (12) months period. Thereafter, this Agreement shall convert into a year-to-year agreement, which shall automatically renew, on a yearly basis, for additional twelve (12) month periods ("Term").

II. INDEPENDENT CONSULTANT

b. 2.1 Independent Contractor. Subject to the terms and conditions of this Agreement, the Model hereby engages the Company as an independent contractor to perform the services set forth herein, and the Company hereby accepts such engagement.

1. 2.1.1. Independent Contractor. This Agreement is made with the understanding that Company is an independent contractor and not an employee of the Model, and the Company will at all times act as an independent contractor in performing services pursuant to this Agreement. Nothing contained in this Agreement will be construed or applied so as to create a partnership, or the relationship of employer and employee between the Model and Company.

2. 2.1.2. Taxes. Model will be solely responsible for paying all of their federal, state, and local income and self-employment taxes, penalties and interest, as well as timely and correctly reporting and paying of all taxes.

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4. 2.1.3 Expenses. Both parties shall be responsible for their own expenses, except in instances specifically described within.

2.1.4 Exclusivity. The Model appoints Company to act as Model's exclusive OnlyFans profile marketer throughout the world, during the Term and all renewal terms, in all markets necessary to effectively provide social media exposure.

5. 2.1.5 Power to Control Performance. Except as expressly provided in this Agreement, Model will not have the right to direct, control, or supervise the Company, including (1) the manner in which Company performs or accomplishes its duties under this Agreement; (2) the details of how Company's services are to be accomplished; (3) the order or sequence in which tasks should be performed; (4) Right to display the media from events executed by Company; (5) Right to advertise Model's image and likeness; and (6) Right to revise Model's biography (i.e.. put username in the biography and/or choose the type of link that goes in Model's biography).

2.1.6 Social Media Posts By Model. Model shall be solely responsible for its own content and the consequences of posting or publishing it. In connection with each of Model's engagements managed by Company, Model affirms, represents, and/or warrants that: (I) Model owns or has the necessary licenses, rights, consents, and permissions for the content being posted, (II) Model will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, (III) publish falsehoods or misrepresentations that could damage Company or any third party company; (IV) falsely state or otherwise misrepresent its affiliation with a person or entity; (V) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any local, provincial, national, or international law, or is otherwise inappropriate.

III. COMPENSATION

3.1 Compensation. In consideration of Company's services, Model agrees to pay Company or cause Company to be paid a "commission" equal to ____ (____%) Percent of Models Net Revenue. The Net Revenue solely includes revenue from Model's free and paid OnlyFans page(s), except in instances when Company obtains Model other forms of compensation, including but not limited to, sponsorships, shows, music videos, etc.

3.2 Payment of the Commission.

3.2.1 When Due. Model shall compensate Company the first week of each month and the third week of each month, upon receiving an invoice from Company. Model shall send Company payment within seven (7) days of receiving the invoice.

IV. SERVICES AND RIGHT TO REVIEW PUBLICITY

4.1 Company's Services. Company's services include management of Model's OnlyFans and other social media accounts, as well as, providing consultations in connection to Model's social media promotions and advertisements ("Services").

4.2 Model's Responsibilities. Model shall have only one (1) OnlyFans account (unless agreed to otherwise by both parties). Creating a second OnlyFans account without Company's consent will be considered a

material breach of this Agreement.

4.3 Right to Review. Company shall have the right to review and approve all publicity, including, but not limited to, social media posts, press releases, prints, flyers and advertising belonging to Model.

V. TERMINATION

5.1 Company and Model shall each have the right to terminate this Agreement by written notice to the other if:

- c. declared bankrupt, or enters into a composition or agreement with his or her creditors; or
- d. convicted of a criminal offense; or
- e. incapacitated due to illness or accident for a period exceeding sixty (60) days.

5.2 Termination. Company reserves the right to terminate this Agreement upon seven (7) days notice to Model and Model may terminate this Agreement upon thirty (30) days written notice to Company. If at any point, the Model fails to compensate the Company and does not do so within the fourteen (14) days grace period, Company may terminate this Agreement imminently.

5.3 Compensation After Termination. If either party terminates this Agreement, then Model shall pay Company compensation due under Section 3.1 until the end of Term.

VI. RESTRICTIVE COVENANTS

6.1 Confidential Information. For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any concepts, reports, data, know-how, works-in-progress, designs, development tools, information and trade secrets; (iv) any names and telephone numbers of investors, influencers, managers, borrowers, lenders and agents (the "Contacts") and (vi) any other information that should reasonably be recognized as confidential information of the Disclosing Party. The Parties with this acknowledge, accept and agree that the identities of the Contacts will be recognized by the Receiving Party as exclusive and valuable contacts of the Disclosing Party and will remain so for the duration of this Agreement and that Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

6.1.1 Contacts. Model agrees to keep confidential the names of any contacts introduced or revealed to her/him by Company. Such confidentiality will include any names, addresses, telephone, telex, facsimile

numbers, and/or other pertinent information disclosed or revealed to the Model.

6.2 Non-Solicitation. During the Term and for a period of twenty-four (24) months thereafter, Model shall not, directly or indirectly, solicit or attempt to solicit any business from Company's clients, prospective clients, employees, agents, current or former employees, business contacts or vendors.

6.3 No Disparagement. Model shall not, either during or after the Term, make any statements, whether oral or in writing, that would tend to disparage or defame the Company, or their respective employees.

6.4 No Interference. Model shall not, either during or after the Term, contact or interfere with the business or affairs of Company's customers, prospective customers, clients, potential clients or suppliers (or the owners, employees, or agents of any of them).

6.5 Indemnity. Model agrees to indemnify and hold harmless Company, its officers, directors, employees and agents, and those of its subsidiaries, against any loss or claim arising out of the negligence of Model, his/her agents, employees or representatives in furtherance of the duties and services obliged under this Agreement or any other negligent act.

6.6 Survival. The provisions of this Agreement will survive the termination of the Term, regardless of the cause for termination.

VII. PROMOTIONAL DOCUMENTS

7.1 Work Product. All written materials, pictures, videos, records and documents made by Company, during or after the term of the Agreement concerning the business or affairs of Model or any of its affiliates, or other items or property held by or for it, shall be the sole property of Company, and it shall cause the prompt delivery of all such materials, records, documents or other items or property that are then in its possession, upon termination of this Agreement. For purposes of this Agreement, any and all electronic data or information, including Internet, email or ecommerce documentation, will belong to Company and is subject to such policies and procedures as Company may implement.

7.2 Disclosure. Company will comply with the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising ("FTC Guides"), current copies of which are available at <http://business.ftc.gov/advertising-and-marketing/endorsements>, and the WOMMA (Word of Mouth Marketing Association) Code of Ethics and Social Media Disclosure Guide, current copies of which are available at <http://www.womma.org>.

7.3 Intellectual Property. Model agrees that this Agreement shall not be construed as transferring to Model the ownership of any and all of the patents, designs, inventions, trade secrets, trademarks or other intellectual property used and/or owned by Company.

VIII. GOVERNING LAW; REMEDIES

8.1 Governing Law; Jurisdiction; Venue. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association. The place of arbitration shall be in Niagara County, New York. This Agreement will be governed in all respects by the laws of the State of New York, without giving effect to principles of conflicts of laws. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IX. GENERAL PROVISIONS

f. 9.1 Binding Effect; Benefits. This Agreement will be binding on, and inure to the benefit of, Model and Company. Model shall not assign their right to his/her rights and obligations under this Agreement unless otherwise agreed to in writing. Company can assign their rights under this Agreement.

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9.2 Invalid Provisions. If a provision of this Agreement is ever held by a court having competent jurisdiction to be illegal, invalid, or unenforceable, and if the rights or obligations of any party under this Agreement will not be materially and adversely affected, (a) the provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision, or by its severance, and (d) in lieu of the illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

9.3 Entire Agreement. This Agreement constitutes the entire agreement among the parties, and supersedes all previous agreements between the parties.

h. 9.4 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be considered an original, but all of which will be considered one and the same Agreement. This Agreement will become effective when one or more of such counterparts have been signed by each party and delivered to each other party. Any signature delivered by a party by facsimile transmission will be deemed to be an original signature.

i. 9.5 Notices. Any notice to a party will be conclusively deemed to have been received by and to be effective on the date on which personally delivered at the address for each such party set forth in the Preamble of this Agreement (or such other address as will be furnished to the other party by notice) or, if sent by certified mail, return receipt requested, on the third business day after the day on which mailed to said address. Email notices shall be sufficient, as long as the receiving party confirms receipt of email.

j. 9.6 Modifications/Renegotiations in Writing. No modification, amendment, or waiver of any provision of this Agreement, will in any event be effective unless in writing and signed by the party granting such modification, amendment, or waiver.

k. 9.7 Legal Fees. In the event of any litigation among the parties arising out of this Agreement, the prevailing party will be entitled to recover its legal fees and expenses from the losing party.

9.8 Force Majeure. Neither party hereto shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to, fire, war, riots, acts of any civil or military authority, acts of God, pandemics, judicial action, and acts of terrorism. In the event that any such delay exceeds thirty (30) days, the non-delaying party will have the right to terminate this Agreement imminently.

l. 9.9 Drafting. The customary rule of construction, by which ambiguities are construed against the drafting party, will not apply to this Agreement.

IN WITNESS WHEREOF, the parties are signing this Agreement on the date first written above.

TOP-TIER MODELING LLC

Model

By: _____ By: _____

Name: _____ Name: _____

Date: _____ Date: _____

Address: _____ Address: _____