MODEL MANAGEMENT SERVICES AGREEMENT

THIS MODEL MANAGEMENT SERVICES AGREEMENT (the "Agreement") is made effective as of [ENTER EFFECTIVE DATE] (the "Effective Date") by and between: (1) SILVER MEDIUMS, LLC (hereinafter the "Manager"), located at [ENTER MANAGER ADDRESS] and (2) [ENTER MODEL NAME] (hereinafter "Model"), located at [ENTER MODEL ADDRESS] (collectively referred to herein as the "Parties," and individually as a "Party").

WHEREAS, Manager possesses professional expertise in the fields of model management services (collectively the "Services"); and

WHEREAS, Model desires to engage Manager and Manager accepts the engagement to perform certain Services for Model in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Manager and Model agree as follows:

1. **RETENTION OF MANAGER.** Model hereby retains Manager, and Manager hereby agrees to render the Services to Model upon the terms and conditions as set forth herein.

2. **DESCRIPTION OF THE SERVICES.** Manager will provide professional services as defined below for Model on "EXHIBIT A" in a professional and timely manner. The Parties may at any time modify the scope of the Services by including desired changes in an addendum to this Agreement that explains the changes and the adjustment to the payment for the Services that will result from such changes. Any such addendum shall become effective when signed and dated by both Parties.

3. **COMPENSATION OF MANAGER.** In consideration for the Services, Model shall pay Manager in accordance with the payment schedule and terms set forth on EXHIBIT A.

4. **OWNERSHIP RIGHTS OF MANAGER'S MATERIALS.** All Services provided by Manager will be owned by Manager (the "Manager Materials"), and Model is hereby granted a non-exclusive, revocable license to use such Manager Materials during the effective term of this Agreement.

5. **INDEPENDENT CONTRACTOR STATUS.** Manager is an independent contractor with respect to its relationship to Model. Neither Manager nor Manager's employees are or shall be deemed for any purpose to be employees of Model. Model shall not be responsible to Manager, Manager's employees, or any governing body for any payroll taxes related to the performance of the Services. Manager shall not be responsible for any taxes required to be paid by Model stemming from the Services.

6. **LIMITATION OF LIABILITY.** Under no circumstances shall Manager be liable to Model or any third party for indirect, incidental, consequential, special or exemplary damages (even if that party has been advised of the possibility of such damages), arising from the Services herein contemplated or any provision of this Agreement, such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, or liabilities to third-parties arising from any source. Manager's total liability hereunder in connection with the Services shall be limited to the amount of fees paid by Model to Manager in the prior one (1) month of any such claim arising.

7. **INDEMNITY.** Model agrees to defend, indemnify, and hold harmless Manager and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third-party claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, costs and expenses resulting from Model's material breach of any duty,

representation and/or warranty under this Agreement and/or Model's violation of any applicable law and/or a third-party's legal rights.

8. **NON-CIRCUMVENTION COVENANT.** It is agreed that notwithstanding anything contained in this Agreement, Model acknowledges and agrees not to circumvent Manager in regard to any transaction or business opportunity associated with Model's business that is discussed with and/or disclosed by Manager to Model, whether in writing or otherwise. Model further agrees not to share or disclose any information, either orally or in e-mail or document form to any third-party individual and/or entity regarding any transaction or business opportunity or Model's business that is discussed in any manner with Manager unless Manager has given Model written authorization to do so.

9. **CONFIDENTIALITY.** Neither Party (nor its representatives) shall directly or indirectly use for its own benefit (other than to fulfill its obligations hereunder) or disclose to any third-party any trade secret, customer information, confidential information, or financial information of the other Party or the terms of this Agreement without the prior, written permission of such other Party. These obligations shall not apply to information that (a) is or becomes public knowledge (legally) without any action by, or involvement of, the Party to which the information is disclosed (the "Receiving Party"); (b) is documented as being known to the Receiving Party prior to its disclosure by the other Party (the "Disclosing Party"); (c) is independently developed by the Receiving Party without reference or access to the confidential information of the Disclosing Party and is so documented; and/or (d) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who, to the Receiving Party's knowledge, did not receive it, directly or indirectly, from the Disclosing Party.

10. **ATTORNEYS' FEES.** In any legal action between the Parties concerning this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

11. **TERMINATION.** This Agreement may be terminated by Manager with thirty (30) days' prior written notice for any reason whatsoever. This Agreement may be terminated by Model with thirty (30) days' prior written notice ONLY if Manager breaches a material term of this Agreement.

12. **SEVERABILITY.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

13. **GOVERNING LAW & FORUM.** This Agreement shall be construed in accordance with the laws of the State of North Carolina, without regard to conflict of laws rules. Venue shall be in a court of competent jurisdiction in the County of [ENTER APPLICABLE COUNTY], North Carolina, and both Parties expressly consent to jurisdiction in such courts.

14. **COMPLETE AGREEMENT & AMENDMENT.** This Agreement supersedes all prior agreements and understandings between the Parties for performance of the Services and constitutes the complete agreement and understanding between the Parties. The Parties may only amend this Agreement in a written document signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Model Management Services Agreement as of the date first written above.

SILVER MEDIUMS, LLC (Manager)

Signature: _____

Name (printed): Rafay Mohammad

Title: Authorized Representative

Date: _____

[ENTER MODEL NAME]

Signature: _____

Name (printed): _____

Date: _____

EXHIBIT A

MODEL MANAGEMENT SERVICES

1. **MODEL CONTACT.** Manager's principal Model contact during the term of this Agreement will be:

Name	[ENTER MODEL NAME]
Email	[ENTER MODEL EMAIL]
Phone	[ENTER MODEL PHONE NUMBER]

2. **MODEL MANAGEMENT SERVICES OVERVIEW.** Manager shall provide the following model management services for Model:

Manager shall manage all operations of Model's OnlyFans account allowing Model to focus on creating more content for the account. This includes, but is not limited to, messaging fans, posting PPV content, running promotions, selling merchandise with an overall goal of continuing to increase Model's fanbase and gross revenue over time. The managed account(s) is/are as follows: [ENTER ONLYFANS/SOCIAL MEDIA ACCOUNT(S) IDENTIFICATION INFORMATION].

2.1 Manager shall have access to all content (i.e., media, pictures, videos, etc.) created by Model. Manager shall utilize such content to sell such content to fans of Model to increase the OnlyFans account's generation of revenue. Manager shall log into Model's OnlyFans account and create all homepage posts, fan messages, etc.

2.2 Manager shall represent itself as Model to Model's fans and visitors of Model's OnlyFans account for all intents and purposes. As such, Manager shall create some content in the voice of Model.

2.3 Manager shall represent Model exclusively with respect to Model's OnlyFans account and/or any other modeling opportunities presented to Model outside of the OnlyFans platform.

2.4 If the OnlyFans account and/or any other social media account(s) has been provided by Manager to Model, Manager shall retain ownership of the OnlyFans account and/or any other social media account(s) provided by Manager to Model. In the event that this Agreement is terminated for any reason whatsoever, upon the termination of this Agreement, Model must cease using the OnlyFans account and/or any other social media account(s) provided by Manager to Model and Manager shall be in complete control as to the ownership and use of all such Manager-provided accounts. If Model's OnlyFans account and/or social media account(s) were created by Model prior to this Agreement being effective then Model shall retain ownership of the applicable OnlyFans account and/or social media account(s).

3. **EXCLUSIVITY OF MANAGER'S MODEL MANAGEMENT SERVICES.** The Parties agree that during the term of this Agreement, Manager shall serve as the exclusive OnlyFans account manager of Model. No other entities and/or individuals, including Model, shall provide any management services to the OnlyFans account or accounts of any kind without the prior written consent of Manager.

4. **TERM.** The term of this Agreement shall begin as of the Effective date and shall continue for an initial term of twelve (12) months (the "Initial Term"). After the expiration of the Initial Term, this Agreement shall automatically renew for [ENTER RENEWAL TERM LENGTH] renewal terms (each a "Renewal Term") until the Agreement is terminated mutually by the Parties hereto or in accordance with the terms provided for in Paragraph 11 above.

4.1 After the termination of this Agreement, Manager shall cease all Services. Model shall be required to pay any and all amounts owed to Manager within five (5) days of the effective date of termination. Should Model terminate this Agreement at any time during the Initial Term, Model shall be required to pay to Manager one hundred percent (100%) of the net earnings from Model's OnlyFans account for a term of one (1) month either (a) from the date of termination if the account is owned by Model or (b) pay Manager a payment in the amount of the one (1) prior month before Model terminated the Agreement if the account is owned by Manager. Such payments are required to be paid by Model to Manager to cover advertisement costs incurred by Manager in promoting the Model's OnlyFans account.

5. **MANAGER COMPENSATION.** Manager shall be compensated for the Services as follows: Manager shall be entitled to Seventy Percent (70%) of the monthly net earnings procured from Model's OnlyFans account. Model shall be invoiced on the first (1st) day of each applicable month for the prior month. Model shall have until the fifteenth (15th) day of each applicable month to pay a submitted invoice by Manager. Should Model fail to pay any such submitted invoice within the allotted time, Manager shall cease providing Services until full payment has been made by Model to Manager. For purposes of this section, "net earnings" shall mean the sum of all earnings generated by Model's OnlyFans account before any expenses are deducted from such net earnings amount. Model is responsible for the payment of any and all applicable taxes owed by Model in connection with any monies derived from Model's OnlyFans account and/or any other funds derived from Model's modelling services conducted in connection with this Agreement.

5.1 Right to Audit. Manager shall have the right, upon written request, to inspect and audit all accounting reports, books or records which concern the performance of the Services at any time during the effective term of this Agreement and for a period of one (1) year after the termination of this Agreement.

5.2 Additional Services. If, and to the extent that, Model requests Manager to render services on behalf of Model other than those required to be rendered under this Agreement, such additional services shall be compensated separately at a rate as agreed to by the Parties in an addendum signed by both of the Parties hereto.