

OTR MODELS
MODEL AGENCY TERMS AND CONDITIONS

Off The Record Models, (OTR Models).

These model agency terms and conditions apply to any individual who applies, and is subsequently accepted, to become a registered model with OTR Models and receive modelling management services from OTR Models. By clicking 'I agree' on these terms and conditions, when you submit an application to become a registered model, you are agreeing to be legally bound by these terms and conditions. ***Your particular attention is drawn to Clause 15 (Limitation of Liability).***

AGREED TERMS

1. DEFINITIONS AND INTERPRETATIONS

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Business Day	A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Business Hours	Has the meaning given in Clause 18.9(b).
Commencement Date	Has the meaning given in Clause 2.3.
Commission	Has the meaning given in Clause 8.1(b).
Credits	The credits payable by end clients to the Platform for your E-Services provided to them.
E-Services	Any webcam performance, SMS chat services, phone chat services, private gallery uploads, movie and erotica sales, or any other adult related services you provide via the Platform.
Force Majeure Event	Has the meaning given at Clause 17.1.
Management Services	Has the meaning given in Clause 5.1.
Model Credits	Has the meaning given in Clause 8.1(b).
Net Credit	The Credits paid by the end client to the Platform, less any VAT or other sales tax on them.
Platform	The platform, at URL http://streamate.com , via which you may provide your E-Services.
Platform Working Week	Has the meaning given in Clause 8.3.
Term	Has the meaning given in Clause 3.1.
VAT	Value added tax chargeable in the UK.
Website	OTR Models' website at URL https://otrmodels.co.uk .

You or Your Refers to the individual who is named as the model applicant in the application form submitted in accordance with Clause 2.1.

- 1.2 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.3 A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.4 A reference to **writing** or **written** includes email but excludes fax.
- 1.5 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.6 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. MODEL APPLICATION PROCESS

- 2.1 To be considered to become a registered model with OTR Models, you must complete and submit a application form via our Website, providing us with the information we request in the application form. You undertake and warrant that all information you provide to us in the application form, and any further information and evidence we request from you as part of the application process, is complete and accurate in all material respects. Any changes to your circumstances or other developments that could affect your ability to comply with this agreement or that may affect the accuracy or relevance of information about you, must be reported to us in full without delay. Failure to comply with this Clause 2.1 shall constitute a material breach of this agreement and will permit us to immediately terminate your registration and this agreement, in accordance with Clause 16.1(a), without liability to you.
- 2.2 You acknowledge that it is entirely at our discretion whether we accept your application and we may decide for any reason to reject your application. For the avoidance of doubt, we do not accept applications from individuals who do not hold a valid passport or driving licence, or individuals who are deemed a minor in the United Kingdom. In the event of any dispute about your application to become a model, OTR Models' decision is final.
- 2.3 If we accept your application to become a registered model with OTR Models, we will send you confirmation via Whatsapp and this agreement shall come into effect (**Commencement Date**). To successfully complete your registration as a model with OTR Models your profile on the Platform must be verified. This involves an age verification and identity check carried out by the Platform. On confirming acceptance of your application to become a registered model with OTR Models, we will request a copy of your ID, proof of address and verification photo to satisfy these checks.
- 2.4 If you are successfully verified, we will send you a message via Whatsapp containing your log in credentials for the Platform. At this stage your OTR Models mentor will be in contact via Whatsapp to provide support.
- 2.5 If you instruct OTR Models to deactivate your profile on the Platform so that you may create a new profile, you will be required to go through the application and verification process set out in this Clause 2. Your previous profile shall be deactivated and on completion of the verification process for your new profile, we will send you a message via Whatsapp informing you that the new profile has been successfully verified. For the avoidance of doubt, where a new profile is verified under this Clause 2.5, this agreement will continue and shall apply to the new profile as if it had come into existence on the Commencement Date.

3. DURATION AND CHARGE FOR EARLY TERMINATION

- 3.1 This agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with Clause 16, until either party gives to the other party 7 days' notice to terminate **(Term)**.
- 3.2 In the event this agreement is terminated by either party before the 6 month anniversary of the Commencement Date, you agree that OTR Models may deduct an amount equivalent to 50% of any outstanding Model Credits payable to you at the date of termination. Both parties hereby acknowledges that the sums payable under this Clause 3.2 are reasonable and represent a genuine pre-estimate of OTR Model's loss incurred as a result of the early termination of this agreement.

4. APPOINTING OTR MODELS AS AGENT

- 4.1 If your application to become a registered model with OTR Models is accepted, you hereby appoint OTR Models to be your sole and exclusive agent for the Term in respect of the Management Services.

5. OTR MANAGEMENT SERVICES

- 5.1 During the Term, OTR Models shall use reasonable endeavours to provide the following management services:

- a. One to one mentoring;
- b. Online profile support and management;
- c. Online training workshops, delivered via Zoom or any other streaming platform which OTR may opt to use;
- d. Credit payment management;
- e. Technical support, including, but not limited to, support with navigating the Platform, support with any Platform technical issues, webcam streaming software support, and internet connection trouble shooting;
- f. Enrolment into incentives, social events and photoshoots.

(Management Services).

- 5.2 During the Term, OTR Models may, at its sole discretion, provide you with access to:
- a. OTR Models' group community via Whatsapp, or any other communication platform which OTR may opt to use; and
 - b. OTR Models' members area.
- 5.3 For the avoidance of doubt, OTR Models is not a work-finding service and shall not be obliged to introduce you to third parties for the purpose of providing your services.
- 5.4 OTR Models shall not perform or demonstrate support for any act which offers sexual services to be performed by you on a third party, nor shall OTR Models be involved in any activity with you or any third party which seeks to offer or results in the performance by you of sexual services as a prostitute, including the exchange of monies relating to sexual services you have offered or performed in contravention of the Sexual Offences Act 2003. OTR Models will not manage or process any payments relating to such activities.
- 5.5 OTR Models has no authority to make or enter into any contract or commitments which incurs any liability on you, including for the provision of your services to third parties.

- 5.6 OTR Models shall at all times comply with all applicable laws, regulations, codes and sanctions relating to:
- a. anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - b. sexual offences and solicitation including but not limited to the Sexual Offences Act 2003 and the Policing and Crime Act 2009;
 - c. anti-slavery including but not limited to the Modern Slavery Act 2015;
 - d. anti-money laundering including but not limited to the Money Laundering Regulations 2017; and
 - e. terrorism including but not limited to the Terrorism Act 2000.

6. PUBLIC RELATIONS SERVICES

NOTE: The services set out in this Clause 6 are voluntary. You are NOT automatically enrolled in this service.

- 6.1 OTR Models offers a press and media campaign service, which **you may voluntarily opt to use at no additional cost**, subject to Clause 6.2. If you opt to use the service you may be featured in press and media campaigns, in both digital or non-digital formats, as an 'OTR Models Ambassador'.
- 6.2 You acknowledge that OTR Models uses a third-party PR company to manage its press and media campaigns. You agree that, if you opt to use the public relations services:
- a. you shall cooperate with OTR Models and its third-party PR company on all matters relating to the public relations service you are receiving;
 - b. you shall only endeavour to positively enhance both OTR Models and your personal brand awareness;
 - c. once any press or media article is published it cannot be withdrawn or taken out of public circulation;
 - d. you understand all potential personal consequences as a result of your inclusion in any press or media article prior to committing of your inclusion;
 - e. in the event you agree to feature in any press or media article as part of the public relation services, you shall not cancel your participation in any relating interview or article before its date launch, unless you pay to OTR Models a sum of £250.00, which both parties hereby acknowledges is a reasonable sum and represents a genuine pre-estimate of OTR Model's loss incurred as a result of your cancellation of participation;
 - f. in the event you feature in any press or media campaign or article as part of the public relation services you shall not terminate this agreement within 6 months of that press or media campaign or article date launch, unless you pay to OTR Models a sum of £250.00, which both parties hereby acknowledges is a reasonable sum and represents a genuine pre-estimate of OTR Model's loss incurred as a result of the earlier termination of this agreement; and
 - g. if this agreement is terminated you shall not work or engage with any journalist, whose introduction of services was made through OTR Models or their third-party PR company, until 6 months after the expiry of this agreement.
- 6.3 In the event you are ever made to feel unsafe or at risk (with regards to both your physical and mental wellbeing) because of any contact with a journalist or as a result of an article being published, you shall inform OTR Models immediately.

**OTR Models
Model Agency Agreement**

6.4 OTR Models provides no warranty that your featuring in press and media campaigns will result in additional demand for your E-Services.

7. YOUR OBLIGATIONS

7.1 During the Term, you shall not engage any person other than OTR Models to act as your representative in respect of the Management Services.

7.2 You shall:

- a. co-operate with OTR Models in all matters relating to the Management Services;
- b. acknowledge and respond to communications (oral or written) from OTR Models within a reasonable time and respond to requests for information in a prompt and timely manner;
- c. ensure to keep your model profile on the Platform up to date;
- d. treat your username, password and any other login credentials for our Website as confidential. You must not disclose it to any third party. OTR Models has the right to suspend or remove your login credentials and/or your profile, if in our reasonable opinion you have failed to comply with this Clause 7.2(d);
- e. inform OTR Models immediately of any change to your nickname or alias you use to provide the E-Services;
- f. at all times, treat OTR employees, contractors and mentors with respect and dignity and not behave in an abusive manner towards them. Failure to comply with this Clause 7.2(f) shall constitute a material breach which is non-remediable in nature;
- g. not take any actions which bring OTR Models into disrepute. Failure to comply with this Clause 7.2(g) shall constitute a material breach which is non-remediable in nature;
- h. provide your own equipment to enable you to provide your E-Services;
- i. at all times comply with all applicable laws, regulations, codes and sanctions relating to sexual offences including but not limited to the Sexual Offences Act 2003;
- j. at all times comply with all applicable laws, regulations, codes and sanctions relating to anti-slavery including but not limited to the Modern Slavery Act 2015; and
- k. assist OTR Models, upon its requests, with any information, evidence or documents it requires to enable it to comply with Clause 5.5(d) and Clause 5.5(e), to enable OTR Models to carry out 'due diligence' on you, including, but not limited to, the provision of documents requested in Clause 2.3 and your proof of address.

7.3 You must inform us immediately if you suspend or cease to perform your E-Services. OTR Models may hide or deactivate your profile on the Platform, if it deems your profile to be inactive. Your profile is deemed to be inactive, if in OTR Model's reasonable opinion, you have not provided your E-Services for more than 30 days.

8. COMMISSION AND CREDIT PAYMENTS

8.1 In consideration of the provision of the Management Services, OTR Models shall be entitled to Commission on each Net Credit, on the following basis:

- a. The Platform shall retain 65% of each Net Credit, which is the amount the Platform charges for use of its advertising platform services by you; and

**OTR Models
Model Agency Agreement**

- b. Subject to Clause 8.6, you shall be paid the **Model Credits** for E-Services provided, and OTR Models shall be paid the **Commission** in accordance with the following structure:

Model Credits	Commission
22% of each Net Credit earned on E-Services performed via the Platform	13% of each Net Credit
87% of each Net Credit earned for participation in Platform competitions	13% of each Net Credit

- 8.2 You acknowledge that the Credits are collected by the Platform. The Credits are displayed on the Platform in US dollars and a credit holds value to the equivalent of one US dollar.
- 8.3 In relation to the timing for payment of the Model Credits to you, this is subject to OTR Models having received the Model Credits from the Platform. OTR Models will have access to your transaction list for the E-Services you have provided via the Platform each calendar week. The Platform's working week runs from 00:00 on Sunday to 23:59 on Saturday (**Platform Working Week**). OTR Models shall pay you the Model Credits earned in a Platform Working Week on the Monday immediately after that Platform Working Week has ended, unless the Monday falls on a UK public holiday in which case OTR Models shall pay you the Model Credits on the next Business Day after the Monday. Please note that Model Credits payable for E-Services shall be paid to you by OTR Models in pounds sterling and shall be subject to US dollar to pound sterling currency conversion rates applicable at the time of payment.
- 8.4 Subject to Clause 8.6 and Clause 8.7, OTR Models shall use reasonable endeavours to pay the Model Credits to you directly into the nominated bank account details you provide to OTR Models. However there may be occasions where OTR Models' banking provider prohibits direct payment of the Model Credits to your bank account, in which case OTR Models shall require you to register your bank account details on a third party payment platform, and OTR Models shall pay the Model Credits via that third party payment platform. In any case, you should inform us of any changes to your bank account details immediately.
- 8.5 The Commission payable under this agreement is expressed as inclusive of VAT.
- 8.6 Where the Model Credits earned in a Platform Working Week is less than \$100, OTR Models shall withhold payment of those Model Credits until the aggregate amount of Model Credits earned by you for consecutive Platform Working Weeks is equal to or more than \$100.
- 8.7 OTR Models will not be required to pay the Model Credits where it has not received the Credits from the Platform via which Credits have been earned by you. In the case that OTR Models has paid the Model Credits to you but subsequently does not receive the Credits from the Platform, OTR Models shall reserve the right to recover the paid Model Credits from you, and Clause 8.8 shall be applied to any failure by you to refund the sums in question.
- 8.8 In the rare instance OTR Models pays any Model Credits to you in error, you shall refund the erroneous sum to OTR Models immediately. If you fail to refund the sums in question, you shall:
- a. pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 10% a year for any period when that base rate is below 0%; and
 - b. you shall reimburse OTR Models for any costs, expenses, and losses (including legal fees) that OTR Models may incur as a result of enforcement action it takes to recover the sums owed from you.

9. STATUS

**OTR Models
Model Agency Agreement**

- 9.1 You will be an independent contractor and nothing in this agreement shall render you our employee, worker, agent or partner and you shall not hold yourself out as such.
- 9.2 You shall be fully responsible for and indemnify us against any liability, assessment or claim for:
- a. taxation howsoever arising from or made in connection with the performance of E-Services, where such recovery is not prohibited by law; and
 - b. any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any substitute against us arising out of or in connection with the provision of the E-Services, except where such claim is as a result of any act or omission by us.

We may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

10. NON-SOLICITATION

- 10.1 You shall not, without the prior written consent of OTR Models, at any time from the date on which this agreement commences to the expiry of 12 months after the termination of this agreement, solicit or entice away from OTR Models or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of OTR Models in the provision of the Management Services. Any consent given by OTR Models in accordance with this Clause 8.1 shall be subject to you paying to OTR Models a sum equivalent to 25% of the then current annual remuneration of OTR Models' employee, consultant or subcontractor or, if higher, 25% of the annual remuneration to be paid by you to that employee, consultant or subcontractor.
- 10.2 You shall not, at any time from the Commencement Date to the expiry of 6 months after the termination of this agreement:
- a. establish a business which is in competition with the business activity of OTR Models, including, but not limited to, setting up and running a competing agency on the Platform; or
 - b. solicit or entice away from OTR Models or employ or attempt to employ any person who is, or has been, engaged as a model contracted with OTR Models during the 12 months before termination of the agreement.

11. CONFIDENTIALITY

- 11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 11.2.
- 11.2 Each party may disclose the other party's confidential information:
- a. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 11; and
 - b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- 11.4 This Clause 11 shall survive termination of this agreement.

12. DATA PROTECTION

12.1 The following definitions apply in this Clause 12:

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures As set out in the Data Protection Legislation in force at the time.

Data Protection Legislation All applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (**UK GDPR**); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Domestic Law The law of the United Kingdom or a part of the United Kingdom.

12.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

12.3 The parties acknowledge that for the purposes of the Data Protection Legislation, you are the Controller and OTR Models is the Processor.

12.4 Without prejudice to the generality of Clause 12.2, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to OTR Models for the duration and purposes of the agreement.

12.5 Without prejudice to the generality of Clause 12.2, OTR Models shall, in relation to any Personal Data processed in connection with the performance by OTR Models of its obligations under the agreement:

- a. process that Personal Data only on your written instructions unless OTR Models is required by Domestic Law to otherwise process that Personal Data. Where OTR Models is relying on Domestic Law as the basis for processing Personal Data, OTR Models shall promptly notify you of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits OTR Models from so notifying you;
- b. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by you, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- c. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

**OTR Models
Model Agency Agreement**

- d. not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:
 - i. you or OTR Models has provided appropriate safeguards in relation to the transfer;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. OTR Models complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. OTR Models complies with reasonable instructions notified to it in advance by you with respect to the processing of the Personal Data;
 - e. assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - f. notify you without undue delay on becoming aware of a Personal Data breach;
 - g. at your written direction, delete or return Personal Data and copies thereof to you on termination of the agreement unless required by Applicable Data Processing Law to store the Personal Data; and
 - h. maintain complete and accurate records and information to demonstrate its compliance with this Clause 12.
- 12.6 Either party may, at any time on not less than 30 days' notice, revise this Clause 12 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 12.7 Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.
- 12.8 This Clause 12 shall survive termination of this agreement.

13. INTELLECTUAL PROPERTY

- 13.1 The intellectual property rights (including the rights to any inventions or patents, copyright, design rights, trade marks, goodwill in relation to any business names or signs, domain names, database rights, know-how and other intellectual property rights, whether registered or unregistered, existing anywhere in the world) in relation to the Website (and its respective contents) and any documents distributed via e-mail or Whatsapp, belong to us and except to the extent expressly set out in this agreement you acquire no right, title or interest in such intellectual property.
- 13.2 Where you upload descriptions, images or other content about you or your services on any part of the Website (**Professional Content**), you give us a royalty-free, transferable, irrevocable and perpetual right to use, reproduce, distribute and publish such Professional Content and other information relating to you posted on the Website.

14. WARRANTIES AND INDEMNITY

- 14.1 You warrant that you:
- a. may enter into and perform this agreement; and
 - b. are not a minor.
- 14.2 You indemnify OTR Models against all liabilities, costs, expenses, damages and losses (including legal fees) that OTR Models may suffer as a result of the breach of any warranty contained in this agreement.

15. LIMITATION OF LIABILITY

- 15.1 Nothing in this agreement shall limit or exclude the liability of either party for:
- a. death or personal injury caused by its negligence;
 - b. fraud or fraudulent misrepresentation;
 - c. liability under the indemnities contained in Clause 14.2;
 - d. any matter in respect of which it would be unlawful to exclude or restrict liability.
- 15.2 Subject to Clause 15.1, neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
- a. loss of profit;
 - b. loss of sales or business;
 - c. loss of agreements or contracts;
 - d. loss of anticipated savings;
 - e. loss of use or corruption of software, data or information;
 - f. loss of or damage to goodwill;
 - g. loss of reputation; or
 - h. indirect or consequential loss.
- 15.3 Subject to Clause 15.1 and Clause 15.2, The total liability of either party to the other in respect of all other loss or damage arising under or in connection with this agreement whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total Credits earned by you in the 12 months preceding the date giving rise to such claim by the other party.
- 15.4 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 15.5 Unless a party notifies the other party that it intends to make a claim in respect of an event within the notice period, the other party shall have no liability for that event. The notice period for an event shall start on the day on which the party wishing to make a claim became, or ought reasonably to have become,

aware of its having grounds to make a claim in respect of the event and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

15.6 This Clause 15 shall survive termination of the agreement.

16. TERMINATION

16.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party (**Defaulting Party**) if:

- a. the Defaulting Party commits a material breach of any term of this agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so;
- b. the Defaulting Party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- c. the Defaulting Party suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business.

16.2 Without affecting any other right or remedy available to it, OTR Models may terminate this agreement with immediate effect by giving written notice to you if you deactivate your profile on the Platform, without providing OTR Models with any prior notice.

16.3 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages for any breach of the agreement which existed at or before the date of termination.

16.4 On termination of this agreement:

- a. OTR Models shall retain financial responsibility (in accordance with the agreement) and shall pay to you all outstanding amounts in accordance with the process set out in Clause 8.2 and, where applicable, subject to Clause 3.2;
- b. OTR Models shall immediately cease providing the Management Services;
- c. In the event termination is effected pursuant to:
 - i. Clause 3.1, your profile on the Platform will be deactivated and unless, at the date of termination, this agreement has exceeded the 18 month anniversary of the Commencement Date, you will not be permitted to create an independent profile or create a profile via another agency on the Platform for 6 months after the date of termination of this agreement; or
 - ii. Clause 16.1 or Clause 16.2, your profile on the Platform will be deactivated and you will not be permitted to create an independent profile or create a profile via another agency for 6 months after the date of termination of this agreement; and
- d. any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.

17. FORCE MAJEURE

17.1 Neither party shall be liable to the other for any failure to fulfil the agreement or any provision of the agreement if fulfilment has been delayed, hindered or prevented by circumstances beyond our reasonable control including but not limited to fire, explosion, flood, tempest, unusually adverse weather conditions,

failure or shortage of power supplies, fault or failure of plant or machinery of manufacturers, war, hostilities, riot, acts of terrorism, pandemics or epidemics, strikes, lock-outs or other industrial action or trade dispute (**Force Majeure Event**).

- 17.2 Where one party becomes aware of a Force Majeure Event arising, that party shall immediately notify the other.
- 17.3 If a Force Majeure Event exceeds 30 days, either party may immediately terminate the agreement without liability, by providing written notice to the other party.

18. OTHER IMPORTANT TERMS

18.1 Variation:

- a. OTR Models has the right to vary these terms and conditions from time to time on giving the Customer at least 30 days' notice in writing. If you are not satisfied with the variations you may terminate this agreement before they are due to take effect.

18.2 Waiver:

- a. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18.3 Rights and remedies:

- a. Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18.4 Severance:

- a. If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- b. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18.5 Entire agreement:

- a. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- b. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

- c. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- d. Nothing in this clause shall limit or exclude any liability for fraud.

18.6 Assignment:

- a. You shall not, without the prior written consent of OTR Models, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- b. OTR Models may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

18.7 No partnership or agency:

- a. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly provided for in this agreement.

18.8 Third party rights:

- a. This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

18.9 Notices:

- a. Any notice required to be given under this agreement shall be in writing and shall be:
 - i. delivered by hand or sent by pre-paid first-class post or recorded delivery post to: (A) OTR Models at its registered address set out in this agreement; or (B) you at the address provided in your application submitted under Clause 2.3; or
 - ii. sent by email to: A) OTR Models at nathan@otrmodels.co.uk; or (B) you at the email address provided in your application submitted under Clause 2.1.
- b. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission, or if this time falls outside of 9 am to 5 pm (**Business Hours**), when Business Hours resume.
- c. This Clause 18.9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.10 Governing law and Jurisdiction:

- a. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- b. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).