

Performer Agency Agreement V6

OTR MODELS, MODEL AGENCY TERMS AND CONDITIONS (V6)

NRM ENTERPRISE LTD T/A OTR MODELS, a company registered in England and Wales under company number 11355190, whose registered office is at 85 Great Portland Street, First Floor, London, W1W 7LT ("**OTR Models**", "**we**", "**us**" or "**our**"), publishes these model agency terms and conditions for individuals who apply to and are accepted as registered models with OTR Models.

By clicking 'I agree' to these terms and conditions, or by continuing to use the Management Services after these terms (or any variation of them) take effect, you are agreeing to be legally bound by them.

Your particular attention is drawn to Clause 15 (Limitation of Liability), Clause 12 (Data Protection) and Clause 5A (which contains a separate, opt-in tick-box for wellness and availability information under UK GDPR Article 9(2)(a)).

AGREED TERMS

1. Definitions and Interpretations

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

Term	Definition
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).
Coaching Platform	The Telegram-based coaching support service operated by OTR Models, as described in Clause 5.7 and Clause 5A, and the associated infrastructure, including the @OTR_Coach_Bot Telegram bot, the platform database, the AI cue-extraction and voice-transcription processing pipeline, and the coach dashboard.
Coaching Privacy Notice	The notice published at policies.otrmodels.co.uk/privacy/ , as supplemented or updated from time to time, setting out how Personal Data is processed via the Coaching Platform.
Commencement Date	Has the meaning given in Clause 2.4.
Commission	An amount equivalent to 12% of each Net Credit earned on E-Services

Term	Definition
	performed via the Platform, or any other percentage rate specified by OTR Models.
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	An amount equivalent to 23% of each Net Credit earned on E-Services performed via the Platform, or any other percentage rate specified by OTR Models.
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.
Sub-processors	The third-party service providers engaged by OTR Models or its appointed Processor in connection with the Coaching Platform, as listed in Clause 6.2 and the Coaching Privacy Notice.
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 an 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 Upon receipt of your application form, we will request further information from you, via WhatsApp, which we need to assess your application. At this stage you will also be required to provide a copy of your ID, proof of address and verification photo to satisfy the verification checks which the Platform conducts as referred to in Clause 2.6 below. You undertake and warrant that all information you provide to us in the interview, and any further information, documentation and evidence we request from you as part of the interview process, is complete and accurate in all material respects.

2.3 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.

2.4 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, we will set up a profile for you on the Platform, and your profile must be verified by the Platform in accordance with Clause 2.6.

2.5 Once we have set up your profile on the Platform, we will send you a message via WhatsApp containing your log in credentials for the Platform. You must log in to the Platform and complete the verification process as instructed within the Platform. At this stage your OTR Models mentor will also be in contact via WhatsApp to provide support.

2.6 Your profile must be verified by the Platform for you to provide the E-Services. The verification process involves an age verification and identity check carried out by the Platform. If your profile is not successfully verified, this agreement will immediately terminate.

2.7 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, 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**).

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. 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;

- e. At OTR Models' sole discretion, enrolment into incentives, social events and photoshoots;
- f. Access to OTR Models' Telegram coaching channels, including any group, one-to-one and supergroup channels operated by OTR Models for coaching purposes;
- g. Automated capture, transcription, and AI-assisted analysis of conversations in those Telegram coaching channels, for the purpose of supporting your assigned coaches, as more fully set out in Clause 5.7 and Clause 5A and in the Coaching Privacy Notice;
- h. A coach-facing dashboard and analytics function by which your assigned coaches can review coaching cues, track follow-through, and coordinate your coaching across multiple coaches;
- i. A performer-facing dashboard presenting visualisations of your stream performance, coaching cues from your assigned coaches, training-material progress, and other operational insights derived from the data described in Clause 5.7 and the Coaching Privacy Notice; and
- j. Customer relationship management (CRM) systems operated by OTR Models to administer your profile, contact details, financial information (including payout details) and any other personal data captured under this agreement in support of the Management Services. For the avoidance of doubt, identity-verification artefacts (passport, driving licence, verification photo) are not held in OTR Models' CRM; those are processed by the Platform as set out in Clause 2,

(together, the **Management Services**).

5.2 During the Term, OTR Models may, at its sole discretion, provide you with access to OTR Models' group community via WhatsApp, Telegram, or any other communication platform which OTR may opt to use.

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.

5.7 The Coaching Platform

OTR Models operates a Coaching Platform that supports its Telegram coaching channels. The platform:

- a. captures messages sent in coaching channels (text, transcribed voice notes, images, files, and reactions);
- b. transcribes voice notes using an automated speech-to-text service. Voice files are deleted after successful transcription;
- c. analyses the captured content using an AI-driven language model to extract coaching cues, summarise interactions, and surface follow-ups to your assigned coaches; and
- d. presents the resulting cues, summaries and analytics to your assigned coaches and to OTR's coaching operations team through a coach-facing dashboard.

The Coaching Platform runs on OTR Models' infrastructure and is built and maintained by **N-Zyte Limited** (registered in England and Wales under company number 12128436, ICO data-protection registration ZA898463). Full details of the data captured, retention periods, sub-processors, international transfers, and your rights are set out in the Coaching Privacy Notice at policies.otrmodels.co.uk/privacy/. The Coaching Privacy Notice forms part of this agreement.

5A. Coaching Platform, Acknowledgements and Consent

5A.1 Acknowledgement

By accepting this agreement, you confirm that you have read the Coaching Privacy Notice at policies.otrmodels.co.uk/privacy/ and that you understand:

- Your conversations in OTR's Telegram coaching channels are captured and processed as described in that notice and in Clause 5.7 above;
- Voice notes are transcribed and the resulting text retained;
- An AI system analyses captured content and presents coaching cues and summaries to your assigned coaches;

- The data is hosted in the European Union and certain processing involves service providers in the United States under appropriate transfer safeguards as set out in Clause 12.

5A.2 Wellness and availability consent (Article 9, optional)

I consent to **OTR Models processing limited wellness and availability information about me through the Telegram coaching channel** (for example, that I am unwell and not streaming today, that I am taking a few days off, that I am back from holiday on a particular day, or similar updates I might share in the channel) for the purposes of coaching and team coordination.

I understand that:

- This consent is **optional**;
- **Refusing this consent will not affect my coaching relationship with OTR Models.** Coaching will continue through alternative channels such as WhatsApp or direct contact with my coach;
- **I can withdraw this consent at any time** by emailing info@otrmodels.co.uk, and withdrawal will take effect within 7 days;
- Withdrawal will not affect the lawfulness of any processing carried out before withdrawal.

This consent is given under **Article 9(2)(a) UK GDPR (explicit consent)** for the processing of any health-related or special-category information that may be shared by you in the Coaching Platform's Telegram channels.

5A.3 Data controller and how to exercise your rights

NRM Enterprise Ltd t/a OTR Models is the data controller for all processing under this agreement, including processing carried out through the Coaching Platform. To exercise your rights (access, rectification, erasure, restriction, portability, objection), or to withdraw any consent given under Clause 5A.2 above, contact info@otrmodels.co.uk. You also have the right to lodge a complaint with the UK Information Commissioner's Office (ico.org.uk).

5A.4 Other notices may apply

OTR Models may issue specific privacy notices for specific processing activities (such as the Coaching Platform) as they are introduced. The current Coaching Privacy Notice is at policies.otrmodels.co.uk/privacy/. Where a specific notice applies, it supplements (but does not replace) OTR Models' main privacy policy at otrmodels.co.uk/privacy-policy/.

6. Subsidiary Processors and Infrastructure

6.1 OTR Models engages contracted Processors and Sub-processors to operate the Coaching Platform on its behalf:

a. **N-Zyte Limited** (UK): build and maintenance partner. Performs operational analytics and queries on OTR Models' Coaching Platform database on OTR Models' written instruction, as Processor under a signed Data Processing Addendum.

6.2 The Coaching Platform uses the following Sub-processors, which are contracted directly by OTR Models or its appointed Processor for the purposes described:

Sub-processor	Purpose	Country	Transfer mechanism
Telegram FZ-LLC	Messaging infrastructure for the coaching channels	UAE / global	Provider does not offer a customer DPA; risk accepted by OTR Models
Anthropic, PBC	AI cue extraction (Claude)	United States	SCCs Module 2 plus UK International Data Transfer Addendum
Deepgram, Inc.	Voice transcription	United States	SCCs Module 2 plus UK International Data Transfer Addendum
Hostinger International Ltd.	Platform hosting	European Union	DPA in place
Doppler, Inc.	Secrets management	United States	SCCs Module 2 plus UK International Data Transfer Addendum
Google Cloud (BigQuery)	Data warehouse: operational analytics and the synced copy of coaching-channel messages used for AI cue extraction and analytics	European Union	DPA in place

6.3 OTR Models may update this list from time to time by publishing a revised Coaching Privacy Notice. Material changes to Sub-processors will be communicated to you through the notice routes in Clause 18.9.

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 brings 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 5.6(b) and Clause 5.6(d), to enable OTR Models to carry out 'due diligence' on you, including, but not limited to, the provision of documents requested in Clause 2.2 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 Models' reasonable opinion, you have not provided your E-Services for more than 30 days.

8. Commission and Credit Payments

8.1 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.

8.2 In consideration of the provision of the Management Services, OTR Models shall be entitled to Commission on each Net Credit. The Platform shall retain 65% of each Net Credit, which is the amount the Platform charges for use of its services by you, and shall pay:

- a. you the **Model Credits** for E-Services provided; and
- b. OTR Models the **Commission**.

8.3 Once your profile on the Platform has been verified in accordance with Clause 2.6, within the Platform you will be able to choose your preferred method for receiving payment of the Model Credits. It is your responsibility to ensure you keep the payment method up to date in the Platform.

9. Status

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 10.1 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:

Term	Definition
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.

Term	Definition
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.
Sub-processor	Has the meaning given in Clause 1.1 and Clause 6.2.

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, either party's obligations under the Data Protection Legislation.

12.3 **Controller and processor roles.** For the purposes of the Data Protection Legislation, the parties acknowledge and agree:

a. **OTR Models is the Controller** of Personal Data processed under this agreement. OTR Models determines the means and purposes of processing.

b. **You are the Data Subject** in respect of the Personal Data relating to you.

c. **N-Zyte Limited** acts as **Processor** to OTR Models in operating and maintaining the Coaching Platform on OTR Models' behalf, under a separate Data Processing Addendum.

d. The third parties listed in Clause 6.2 act as **Sub-processors**.

12.4 **Lawful basis.** OTR Models relies on the following lawful bases for processing Personal Data under this agreement:

Processing activity	UK GDPR basis
Onboarding, profile management, payment processing, KYC / age verification	Art. 6(1)(b), performance of contract; Art. 6(1)(c), legal obligation
Coaching delivery via the Coaching Platform (Clause 5.7), including message capture, voice transcription, AI cue extraction, and coach-dashboard presentation	Art. 6(1)(b), performance of contract
Aggregated and cohort-level analytics for the operational improvement of the Management Services	Art. 6(1)(f), legitimate interests
Processing of any health-related or special-category	Art. 9(2)(a), your explicit

Processing activity	UK GDPR basis
information shared by you via the Coaching Platform's Telegram channels	consent under Clause 5A.2
Internal audit and record-keeping	Art. 6(1)(c), legal obligation; Art. 6(1)(f), legitimate interests

12.5 OTR Models' obligations. OTR Models, as Controller, shall:

- a. process Personal Data lawfully, fairly and transparently, in accordance with the principles in Article 5 UK GDPR;
- b. ensure that appropriate technical and organisational measures are in place across the Coaching Platform and its Sub-processors to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage, including (without limitation) the measures recorded in the Coaching Privacy Notice and the signed Data Processing Addendum with N-Zyte Limited;
- c. ensure that any Processor or Sub-processor it engages is bound by a written contract that imposes data-protection obligations no less protective than those imposed by this agreement, as required by Article 28 UK GDPR;
- d. only transfer your Personal Data outside the United Kingdom or European Economic Area where one of the safeguards in Clause 12.7 applies and where you have given your consent to that transfer under Clause 12.7;
- e. assist you in exercising your rights as a Data Subject under the Data Protection Legislation, including rights of access, rectification, erasure, restriction, portability, objection, and withdrawal of consent (Clauses 5A.3 and 5A.2 above); and
- f. notify the Information Commissioner's Office of any Personal Data breach in accordance with Article 33 UK GDPR, and notify you in accordance with Article 34 UK GDPR where a breach is likely to result in a high risk to your rights and freedoms.

12.6 Your rights. You have the following rights under the Data Protection Legislation:

- a. the right of access to your Personal Data (Art. 15); b. the right to rectification (Art. 16); c. the right to erasure (Art. 17); d. the right to restriction of processing (Art. 18); e. the right to data portability (Art. 20); f. the right to object to processing (Art. 21); g. the right to withdraw any consent given under Clause 5A.2 or Clause 12.7 (Art. 7(3)); and h. the right to lodge a complaint with the UK Information Commissioner's Office (ico.org.uk).

To exercise these rights, contact info@otrmodels.co.uk. OTR Models will respond within 30 days of receipt of a request (extendable by a further two months in complex cases, in accordance with Article 12(3) UK GDPR).

12.7 International transfers. You acknowledge and consent that some of the Sub-processors listed in Clause 6.2 are established outside the United Kingdom and the European Economic Area, specifically in the **United States**, and that Personal Data captured via the Coaching Platform may be transferred to those Sub-processors. You consent to that transfer on the basis that:

a. each US-based Sub-processor is bound by appropriate transfer safeguards under Article 46 UK GDPR, specifically the **EU Standard Contractual Clauses (Module 2: Controller-to-Processor)** as supplemented by the **UK International Data Transfer Addendum** issued by the Information Commissioner;

b. the categories of Personal Data transferred, the purposes of transfer, the retention periods, and the recipients are as set out in the Coaching Privacy Notice;

c. you may withdraw this consent at any time by emailing info@otrmodels.co.uk. OTR Models will, within 14 days, cease processing your Personal Data through those Sub-processors and (where technically feasible) remove your data from those systems. Withdrawal of this consent may have the effect that some aspects of the Coaching Platform (in particular AI cue extraction and voice transcription) can no longer be provided in respect of your data. OTR Models will continue to provide coaching through alternative channels.

12.8 Automated decision-making. OTR Models does not use automated decision-making that produces legal effects concerning you or that similarly significantly affects you. The AI processing described in Clause 5.7 surfaces coaching cues and summaries for your coaches; decisions about your coaching, profile, or registration are taken by OTR Models' staff.

12.9 Personal data breach. OTR Models shall notify you of any Personal Data breach affecting your data without undue delay where the breach is likely to result in a high risk to your rights and freedoms, in accordance with Article 34 UK GDPR.

12.10 Records of processing. OTR Models shall maintain a record of processing activities in accordance with Article 30 UK GDPR.

12.11 Indemnity. 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.

12.12 Variation of this Clause. Either party may, at any time on not less than 30 days' notice, propose variations to this Clause 12 to reflect changes to the Data Protection

Legislation or to the operational arrangements underlying the Coaching Platform. The variation procedure in Clause 18.1 applies.

12.13 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:

a. you deactivate your profile on the Platform, without providing OTR Models with any prior notice; or b. the agreement between you and the Platform is terminated for any reason.

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 immediately cease providing the Management Services;

b. 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

c. 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.

16.5 Variation refusal

a. A decision by you not to accept a variation to this agreement notified to you under Clause 18.1, whether that variation relates to the Coaching Platform, the data-protection terms in Clause 12, the wellness consent in Clause 5A.2, or any other matter, shall not, of itself, constitute a material breach of this agreement under Clause 16.1(a) or repeated breach under Clause 16.1(b).

b. If you elect to terminate this agreement under Clause 18.1 because you are not satisfied with a notified variation, that termination is treated as a termination by notice under Clause 3.1 and **not** as a termination under Clause 16.1 or Clause 16.2. The 6-month profile ban in Clause 16.4(b)(ii) shall not apply.

c. A decision by you not to give, or to withdraw, the wellness consent in Clause 5A.2 (or any consent given under Clause 12.7) shall not, of itself, constitute a material breach or repeated breach of this agreement, and OTR Models shall not exercise any right of termination under Clause 16.1 or Clause 16.2 in response to such a refusal or withdrawal. Coaching will continue through alternative channels as described in Clause 5A.2.

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 you at least 30 days' notice in writing. Notice of variation must be served by email under Clause 18.9(a)(ii).

b. If you are not satisfied with the variations you may terminate this agreement before they are due to take effect. Termination on this basis is governed by Clause 16.5 and does not constitute material breach.

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 2.1;
 - ii. sent by email to: (A) OTR Models at info@otrmodels.co.uk; or (B) you at the email address provided in your application submitted under Clause 2.1; or
 - iii. in the case of general communications from OTR Models to you (and not in the case of notices of variation under Clause 18.1, which must be served by email under (ii) above), by message posted by OTR Models in the Telegram supergroup of which you are a member from time to time. A notice under this sub-clause is deemed served when posted and pinned in the relevant supergroup.
- 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.

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).