MODEL MANAGEMENT SERVICES AGREEMENT

Candy | Draft for Review

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 LEGAL NAME], professionally known as Candy (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 AND GUARANTEED PAYMENTS. Manager compensation, Model payments, and Manager’s obligation to fund the guaranteed Free Page minimum shall be governed by EXHIBIT A. The Free Page and VIP Page shall be accounted for separately.

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. Manager Materials do not include Model’s identity, likeness, pre-existing content, or the Free Page and VIP Page identified in EXHIBIT A. Model retains ownership of both pages and Model’s content. Nothing in this section transfers ownership of either page to Manager.

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. The foregoing limitation does not limit or excuse Manager’s obligation to pay any guaranteed minimum, shortfall payment, or other amount due to Model under EXHIBIT A.

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. Termination does not cancel either Party's payment obligations accrued before the effective date of termination, including Manager's guaranteed minimum and shortfall obligations under EXHIBIT A.

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.

EXECUTION & ACCOUNT DETAILS

Candy | Model Management Services Agreement

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

SILVER MEDIUMS, LLC (Manager)	CANDY (Model)
Signature: _____	Signature: _____
Name (printed): Rafay Mohammad	Legal name: [ENTER MODEL LEGAL NAME]
Title: Authorized Representative	Professional name: Candy
Date: _____	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 LEGAL NAME], professionally known as Candy
Email	[ENTER MODEL EMAIL]
Phone	[ENTER MODEL PHONE NUMBER]

Managed accounts

Account	Identification
Free Page	[ENTER CANDY FREE PAGE URL / HANDLE]
VIP Page	[ENTER CANDY VIP PAGE URL / HANDLE]
Organic social accounts run by Model	[ENTER SOCIAL MEDIA ACCOUNT(S)]
Organic social accounts run by Manager	[ENTER SOCIAL MEDIA ACCOUNT(S)]

EXHIBIT A

SERVICES, OWNERSHIP & TERM

2. MODEL MANAGEMENT SERVICES OVERVIEW. Manager shall manage operations of Model's Free Page and VIP Page identified above, including messaging fans, posting PPV content, running promotions and other agreed account-management services, with the goal of increasing Model's fanbase and revenue. Manager shall fund and manage paid advertising for the Free Page. Organic traffic from the social accounts run by Model and those run by Manager shall be directed to the VIP Page, where the existing 70% Model / 30% Manager split continues. The Free Page growth objective is $15,000 in Net Revenue shown in the platform's past-30-days statistics; this is a target, not a revenue guarantee. The guaranteed payment obligation is set out in Section 5.

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 ACCOUNT OWNERSHIP. Model retains full ownership of the Free Page and VIP Page, including any such page set up with Manager's assistance. Manager receives access only to provide the Services. Upon termination, Manager shall cease using the pages and return or relinquish management access to Model. Model retains ownership of Model's pre-existing social accounts. Directing organic traffic to the VIP Page does not transfer ownership of either Party's social accounts.

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. Model may continue to operate Model's organic social accounts and direct their traffic to the VIP Page as described in Section 2.

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 termination, Manager shall cease all Services. Each Party shall pay amounts accrued and owed to the other Party, including any guaranteed minimum or shortfall owed to Model, within five (5) days of the effective date of termination. Manager-funded advertising costs shall not be charged back to Model, and no forfeiture of Model's post-termination earnings or separate advertising-cost termination payment shall apply. The guaranteed monthly payment applies during the term of this Agreement; amounts accrued before termination remain payable. Treatment of any partial first or final month: [ENTER AGREED PARTIAL-MONTH PAYMENT TREATMENT].

EXHIBIT A

PAYMENT STRUCTURE & INCOME GUARANTEE

5. MANAGER COMPENSATION AND MODEL PAYMENTS. The following account-specific payment terms replace the prior compensation structure for the Free Page. The VIP Page remains on the existing 70% Model / 30% Manager structure. All amounts are in U.S. dollars.

5.1 NET REVENUE. "Net Revenue" means revenue generated by the applicable OnlyFans page after deduction of OnlyFans' platform fee, as reflected in that page's platform earnings records. Manager compensation, advertising spend, management expenses and Model's personal taxes shall not be deducted when calculating Net Revenue or the $15,000 transition threshold. The transition threshold is measured using the Free Page's rolling past-30-days Net Revenue shown in OnlyFans statistics, not a calendar-month total. Each page shall be accounted for separately. The monthly statement and payment schedule in Section 5.7 does not delay the transition.

5.2 FREE PAGE DURING SCALING. Before the transition described in Section 5.3, Model shall receive a fixed payment of $5,000 for each month from the Free Page arrangement. Manager's compensation is the Free Page's Net Revenue remaining after that payment. If Free Page Net Revenue is less than $5,000, Manager shall fund the difference from its own funds so that Model receives the full $5,000. Model does not receive the prior 70% Free Page share during this scaling period.

5.3 FREE PAGE TRANSITION. The Free Page payout shall change to 65% of Net Revenue to Manager and 35% to Model when the Free Page's OnlyFans past-30-days statistics first show Net Revenue of at least $15,000 (the "Transition Date"). The split takes effect on the Transition Date for revenue earned from that date forward, without waiting for the end of a calendar month and without retroactively applying the split to the preceding 30 days. Manager shall record the qualifying statistics and Transition Date in the account statement. Once reached, this transition is not reversed solely because later past-30-days Net Revenue falls below $15,000. The $5,000 monthly minimum in Section 5.4 continues to apply, including during the month of transition.

5.4 CONTINUING $5,000 TAKE-HOME MINIMUM. Model's Free Page payment shall never be less than $5,000 for a full month during the term of this Agreement. After the transition, Model receives the greater of (a) 35% of Free Page Net Revenue or (b) $5,000. If 35% is below $5,000, Manager shall fund the difference. This payment is a guarantee, not a loan or recoverable advance. It shall not be clawed back from future Model earnings, reduced by advertising costs, or offset against VIP Page earnings. Model's personal taxes remain Model's responsibility.

5.5 VIP PAGE. Model shall receive 70% and Manager shall receive 30% of the VIP Page's monthly Net Revenue. Model's VIP payment is additional to the Free Page payment and shall not count toward, reduce, or satisfy the Free Page's $5,000 guaranteed minimum. The Free Page transition shall not change the VIP Page split.

5.6 ADVERTISING FUNDING. Manager shall bear the cost of paid advertising for the Free Page. Model shall not reimburse those costs, and those costs shall not reduce the guaranteed Free Page payment, Model's 35% Free Page share after transition, or Model's 70% VIP Page share.

EXHIBIT A

MONTHLY SETTLEMENT & ILLUSTRATIONS

5.7 STATEMENTS AND PAYMENT. Manager shall issue a separate accounting for each page on the first (1st) day of each month for the prior month, showing Net Revenue, each Party's allocation, the applicable Free Page phase and any guaranteed-payment shortfall. A statement covering the Transition Date shall separately identify revenue earned before and from that date so that the new split is applied prospectively. Amounts already received or retained by each Party shall be credited to avoid duplicate payments. Model shall pay any Manager compensation properly invoiced under these terms by the fifteenth (15th) day of the month. Manager shall pay any amount due to Model, including a guaranteed-payment shortfall, by the same date. VIP and Free Page amounts shall be itemized separately, and VIP earnings shall not be used to fund the Free Page guarantee. Manager may cease Services for unpaid Manager compensation after that deadline, but such cessation does not excuse the guaranteed minimum while this Agreement remains in effect.

5.8 TAXES. 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.

5.9 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.

5.10 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.

Payment illustrations

The following monthly illustrations do not determine the Transition Date. The transition is triggered by the rolling past-30-days statistics under Section 5.3; percentage examples assume a full payment month after transition.

Free Page position	Monthly Net Revenue	Model Free Page payment
During scaling	$7,000	$5,000
Full month after transition	$15,000	$5,250 (35%)
Continued growth	$20,000	$7,000 (35%)

Combined-page example: $5,000 Free Page payment + $4,000 VIP Page Net Revenue at Model's 70% share ($2,800) = $7,800 total monthly take-home to Model.

This example assumes the VIP Page generates $4,000 in monthly Net Revenue from organic traffic. VIP growth is the organic opportunity; the $5,000 Free Page minimum is the guarantee to protect Model's take-home. Examples illustrate the payment calculations and are not revenue forecasts.