

## Exclusive Rights Co-Model Release Agreement (the "Agreement")

In favor of \_\_\_\_\_ [SCENE OWNER'S FULL LEGAL NAME] (hereinafter referred to as the "OWNER").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I,

\_\_\_\_\_ [CO-MODEL'S FULL LEGAL NAME],

residing at \_\_\_\_\_ hereby agree as follows:

1. I hereby represent that I am of sound mind and body, acting of my own free will and fully understand the terms of this Agreement, and I am legally able to execute this Agreement;

2. I hereby agree to be photographed, recorded and/or videotaped by or on behalf of OWNER in connection with my participation in \_\_\_\_\_ [NAME/DESCRIBE VIDEO AND/ OR PICTURES] (hereinafter referred to as the "Content") on \_\_\_\_\_ [date];

3. I hereby represent and acknowledge that I am solely responsible for the nature of the Content in which I decided to participate and that I am solely responsible to bear all risks associated with my participation in the Content. I will not participate in any content that could be deemed illegal or illicit, or involving minors. Furthermore, I agree not to participate in content that could violate a third party's intellectual copyright or that violates another individual's privacy or image;

4. I hereby agree and represent that I am **AT LEAST 18 YEARS OLD (OR THE AGE OF MAJORITY IN THE JURISDICTION IN WHICH I LIVE OR RESIDE FOR PLACES WHERE THE AGE OF MAJORITY IS OVER 18 YEARS)** at the time that the Content is created. Further, I fully understand and acknowledge the adult nature of the Content and hereby consent to appear fully and/or partially nude in such Content;

4.1. I hereby agree to provide to the OWNER a copy of a non-expired valid government issued photo Identifying Document that evidences my Date of Birth, my Photo, and my full legal name. Such ID can be a Driver's License, Passport, Citizenship Card, State ID, or National Identification Card;

4.2. I grant OWNER the permission to provide a copy of my ID Documents to any Platform (as defined in Section 6 below), if so requested by such Platform, in connection to the Content and any requirements by applicable national, federal, state, and local laws and regulations;

5. I hereby agree to not disclose OWNER's legal name or address (hereinafter referred to as "**Confidential Information**"), except as required by the Platform (as defined in Section 6 below) to sell the Content, or as required by the law, and shall refrain from disclosing such Confidential Information to any third party without prior, written approval from OWNER, and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that I use to protect my own confidential information, but in no case less than reasonable care. I shall ensure that each of my employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its confidential nature and is required to abide by the terms of this Agreement. I shall promptly notify the OWNER of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information;

6. I hereby grant OWNER the permission to use, reproduce, sell, license, rent or otherwise distribute and publish, modify, edit and alter the Content, except as limited below in 6.1 - 6.6. Furthermore, I hereby agree and authorize OWNER to publish the Content online, on the platform of their choice, including any Web platform where independent content uploaders can upload, publish, license and sell their original adult videos, services or other tangibles goods to final users and where such final users may download the Content, including all related subdomains or Web sites of such platform (all together referred to as the "**Platform**"), except as limited by 6.1 - 6.6, and such authorization is given for an unlimited time;

6.1 OWNER shall not sell the Content, in whole or in part, for a value of less than \_\_\_\_\_ USD unless given express written permission by CO-MODEL.  I grant OWNER permission to sell the Content with no minimum value

6.2 OWNER shall not upload more than \_\_\_\_\_ minutes of the Content to free-to-view services.

6.3 CO-MODEL DOES / DOES NOT grant OWNER permission to sell the Content with other pieces of intellectual property owned by OWNER as a single unit for a reduced group price (a "Bundle").

This permission is granted only if the price of the Bundle is \_\_\_\_\_ or greater

6.4 CO-MODEL DOES / DOES NOT grant OWNER permission to give away the Content as a part of contests, promotions, rewards, or other services.

6.5 CO-MODEL DOES / DOES NOT grant OWNER permission to upload and/or license the Content for paid subscription streaming services. (eg. Pornhub Premium)

6.6 CO-MODEL DOES / DOES NOT grant the OWNER permission to license the Content to 3rd party Video-On-Demand and paid subscription streaming services that pay out on regular intervals based on views. (eg. Xvideos Red, Faphouse, Adult Empire, HotMovies, etc)

6.7 CO-MODEL DOES / DOES NOT grant the PARTIES permission to license or sell the resale rights for the content to a 3rd party for an initial fee

6.8 The OWNER agrees:  To not publish the Content before \_\_\_\_\_  
 To publish the Content at the date of their choosing

6.6 Additionally, OWNER agrees to limit usage of the Content as described herein: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. I hereby understand and agree that the Content may be searchable by others through the Platform itself and through others partnered or networked entities of the Platform or OWNER. Furthermore, I understand and agree that the Content may be searchable by publicly available search engines, and it is my sole responsibility should I wish not to appear, be found, or be removed of such search engines;

8. If the Content is found on a site(s) that is not indicated related to OWNER, or its licensees, as the case may be, I shall have full rights to demand that the Content be taken down from such unapproved site and/or destroyed, the whole at my own costs;

9. I hereby release, discharge and undertake to indemnify and hold harmless OWNER and the Platform from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to my participation in the Content. Without limiting the generality of the foregoing, I agree that OWNER have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Content or my participation in the Content. I further release all rights to bring any claim, action or proceeding against OWNER and the Platform.

10. I fully understand that the present declaration is binding upon my heirs and legal successors. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by both OWNER and the Platform, and their respective successors and assigns.

11. I acknowledge that I have reviewed this Agreement in its entirety and understand its terms and, further, that I have had the opportunity to discuss this Agreement with my own counsel. This Agreement shall be deemed to have been jointly drafted by me and OWNER, and in construing and interpreting this Agreement, no provision shall be construed and interpreted for or against any of the parties hereto because such provision or any other provision of the Agreement as a whole is purportedly prepared or requested by such party.

12. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

13. I agree and understand that I am solely responsible to comply with all applicable laws and regulations in my location as well as all laws and regulations applicable to my participation in the Content.

14. This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_. The parties irrevocably agree that the courts of \_\_\_\_\_ shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**CO-MODEL** (print) \_\_\_\_\_

Read and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

X \_\_\_\_\_

**OWNER** (print) \_\_\_\_\_

Read and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

X \_\_\_\_\_