

ONLYFANS CONTENT CREATOR AGREEMENT

This OnlyFans Content Creator Agreement (the "Agreement") is entered into on this _____ day of _____, 20_____, by and between:

Content Creator:

Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Email: _____

Phone: _____

(hereinafter referred to as "Creator")

AND

Subscriber / Management Agency:

Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Email: _____

Phone: _____

(hereinafter referred to as "Agency" or "Subscriber")

(Creator and Agency/Subscriber collectively referred to as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, Creator is an individual engaged in the creation of digital content, including but not limited to photos, videos, and live streams (hereinafter "Content"), for distribution on the OnlyFans platform (the "Platform");

WHEREAS, Agency is engaged in the business of managing, promoting, and/or subscribing to content creators on the Platform, or Subscriber wishes to subscribe to and access Creator's Content;

WHEREAS, the Parties desire to establish the terms and conditions under which Creator's Content

will be managed, promoted, distributed, and/or accessed, including provisions for payment, content rights, and confidentiality.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows: 1. DEFINITIONS

- a. **"Content"** means any and all digital materials created, produced, or provided by Creator, including but not limited to photographs, videos, audio recordings, live streams, text, messages, and any other forms of media, intended for distribution or display on the OnlyFans Platform.
- b. **"Platform"** refers specifically to the OnlyFans website and its associated services, applications, and functionalities.
- c. **"Confidential Information"** means any non-public information, whether commercial, financial, technical, operational, or otherwise, disclosed by one Party to the other, directly or indirectly, in writing, orally, or by inspection of tangible objects, including but not limited to business plans, marketing strategies, financial data, content creation schedules, personal information of Creator, and any terms of this Agreement.

2. ENGAGEMENT OF SERVICES / SCOPE OF AGREEMENT

- a. **Creator's Obligations:** Creator agrees to create and provide Content for the Platform in accordance with the terms of this Agreement. Creator shall maintain an active OnlyFans account and comply with all terms of service and community guidelines of the Platform.
- b. **Agency's/Subscriber's Obligations:**
 - i. **If Agency:** Agency agrees to manage, promote, and/or distribute Creator's Content on the Platform, which may include, but is not limited to, scheduling posts, engaging with subscribers, marketing, and handling administrative tasks related to Creator's presence on the Platform. Agency shall act in the best interests of the Creator regarding the management of the Creator's OnlyFans account.
 - ii. **If Subscriber:** Subscriber agrees to pay the agreed-upon subscription fees to access Creator's Content on the Platform, subject to the terms of this Agreement and the Platform's terms of service. Subscriber acknowledges that this Agreement governs the terms of their access and use of Creator's Content beyond the standard Platform terms.

3. CONTENT RIGHTS AND OWNERSHIP

- a. **Ownership:** Creator retains all intellectual property rights, including copyrights, in and to all Content created by Creator. Nothing in this Agreement shall be construed as a transfer of ownership of Content

from Creator to Agency/Subscriber.

b. **License Grant:** Creator hereby grants to Agency/Subscriber a non-exclusive, revocable, non-transferable, limited license to use, reproduce, display, and distribute the Content solely for the purpose of fulfilling the obligations under this Agreement and for distribution on the OnlyFans Platform, in accordance with the Creator's instructions and the Platform's terms of service. This license does not grant Agency/Subscriber the right to use the Content outside of the Platform or for any purpose other than that explicitly agreed upon herein.

c. **Prohibited Use:** Agency/Subscriber shall not, under any circumstances, sell, sublicense, modify, adapt, create derivative works from, publicly perform, or otherwise exploit the Content for any purpose other than as expressly permitted by this Agreement. Agency/Subscriber shall not remove any copyright or proprietary notices from the Content.

d. **Content Standards:** Creator shall ensure that all Content complies with all applicable laws and the terms of service, acceptable use policies, and community guidelines of the OnlyFans Platform.

4. PAYMENT TERMS

a. Revenue Share / Subscription Fee:

i. **If Agency:** In consideration for the services provided by Agency, Creator shall pay Agency a percentage of the net revenue generated from Creator's OnlyFans account. "Net Revenue" shall be defined as the total revenue received by Creator from the Platform, less any Platform fees, chargebacks, refunds, or taxes. The percentage shall be: _____ percent (_____ %) of Net Revenue.

ii. **If Subscriber:** Subscriber agrees to pay the Creator a subscription fee of \$ _____ per month/year (select one) for access to the Creator's Content, in addition to any standard Platform subscription fees. This fee shall be paid directly to the Creator via _____ (e.g., PayPal, bank transfer) on or before the _____ day of each month/year.

b. **Payment Schedule (If Agency):** Agency shall provide Creator with a detailed statement of Net Revenue and corresponding payment on a _____ (e.g., weekly, bi-weekly, monthly) basis, no later than _____ days after the end of each period. Payments shall be made to Creator via _____ (e.g., bank transfer, PayPal).

c. **Taxes:** Each Party shall be solely responsible for all taxes, duties, and other governmental charges arising from their respective income and activities under this Agreement.

5. CONFIDENTIALITY

a. **Obligation:** Each Party acknowledges that it may have access to Confidential Information of the other Party. Each Party agrees to keep all Confidential Information strictly confidential and not to disclose,

publish, or disseminate such information to any third party without the prior written consent of the disclosing Party.

b. **Exceptions:** The obligations of confidentiality shall not apply to information that: (i) is or becomes publicly available through no fault of the receiving Party; (ii) was already known to the receiving Party prior to disclosure by the disclosing Party; (iii) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information; (iv) is rightfully obtained by the receiving Party from a third party without restriction on disclosure; or (v) is required to be disclosed by law, court order, or governmental regulation, provided that the receiving Party provides prompt notice to the disclosing Party of such requirement.

c. **Duration:** The confidentiality obligations set forth in this Section 5 shall survive the termination or expiration of this Agreement for a period of _____ years.

6. REPRESENTATIONS AND WARRANTIES

a. **Mutual Warranties:** Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder.

b. **Creator's Warranties:** Creator represents and warrants that: (i) Creator is at least 18 years of age; (ii) Creator is the sole owner of all Content provided, or has obtained all necessary licenses and permissions to use and distribute such Content; (iii) the Content does not infringe upon the intellectual property rights, privacy rights, or any other rights of any third party; (iv) the Content does not contain any unlawful, harmful, defamatory, obscene, or otherwise objectionable material; and (v) Creator will comply with all applicable laws and regulations in the creation and distribution of Content.

c. **Agency's/Subscriber's Warranties:** Agency/Subscriber represents and warrants that: (i) Agency/Subscriber will comply with all applicable laws and regulations in its performance under this Agreement; and (ii) Agency/Subscriber will not use the Content in any manner that violates this Agreement, the Platform's terms of service, or any applicable law.

7. TERM AND TERMINATION

a. **Term:** This Agreement shall commence on the Effective Date and shall continue for a period of _____ (e.g., one year, month-to-month) unless terminated earlier in accordance with the provisions herein.

b. **Termination for Cause:** Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party materially breaches any provision of this Agreement and fails to cure such breach within _____ days after receiving written notice thereof.

c. **Termination for Convenience:** Either Party may terminate this Agreement for convenience upon _____ days' prior written notice to the other Party.

d. **Effect of Termination:** Upon termination of this Agreement, Agency/Subscriber shall immediately cease all use of Creator's Content, except as necessary to fulfill any outstanding obligations to the Platform or its subscribers as of the termination date, and shall return or destroy all Confidential Information of Creator. All payment obligations accrued prior to the effective date of termination shall survive termination.

8. INDEMNIFICATION

Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, employees, and agents (the "Indemnified Party") from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) any breach by the Indemnifying Party of its representations, warranties, or covenants under this Agreement; or (b) any third-party claim alleging that the Indemnifying Party's actions or Content (in the case of Creator) or management/use of Content (in the case of Agency/Subscriber) infringes upon any intellectual property rights, privacy rights, or other rights of a third party.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

10. DISPUTE RESOLUTION

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in _____ (City, State). The decision of the arbitrator(s) shall be final and binding upon the Parties.

11. MISCELLANEOUS PROVISIONS

- a. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.
- b. **Amendments:** No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.
- c. **Notices:** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or

registered mail (return receipt requested), or sent by recognized overnight courier service to the addresses set forth above, or to such other address as either Party may designate by written notice to the other.

d. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely achieves the intent and economic effect of the original provision.

e. **Waiver:** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision at a later time.

f. **Assignment:** Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

g. **Headings:** The headings used in this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

h. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this OnlyFans Content Creator Agreement as of the date first written above.

CONTENT CREATOR

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

SUBSCRIBER / MANAGEMENT AGENCY

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____