**Collaboration Agreement (includes minors)**

Producer and Model (which includes dancers, performers, talents and influencers)

**PARTIES**

Producer Name :

ID/Passport No:

Date of Birth:

Nationality :

Address :

Model Name :

ID/Passport No:

Date of Birth:

Nationality :

Address :

For a minor

Model Name:

ID/Passport No:

Name of Parent/Guardian:

ID/Passport No:

Nationality:

Address:

This Agreement is made between the Producer of the one part and the Model or if applicable, the parent /guardian (“parent/guardian”) of a Model who is a minor who is legally authorised to sign on behalf of the minor of the second part in pursuance to a content creation (“Work”) and applies to all content which includes any photographic, film, video, vector, illustrations mobile photos and videos and other media content (collectively known as “Contents”) that take place on the dates stated in the list attached.

**EARNINGS AND SHARED EARNINGS**

The Earnings from the Contents sales paid out by eightstock.com (“Website”).

Producer’s Shared Earnings: \_\_\_\_\_\_\_\_ %

Model’s Shared Earnings: \_\_\_\_\_\_\_\_ %

Duration of the Model’s Shared Earnings:  **\_\_\_\_\_\_** years (from the date the collaboration group is registered in the Collaboration System on the Website).

**TERMINATION**

Model’s Termination of this Agreement with One Off Settlement by Producer according to the number of shooting days. Fees per shooting day completed is : \_\_\_\_\_\_\_\_\_

Producer’s Termination of this Agreement with One Off Settlement to the Model according to the number of shooting days. Fees per shooting day completed is : \_\_\_\_\_\_\_\_\_\_

**CONTENTS & DETAILS**

All Contents created shall only be sold on eightstock: Yes/ No

All Contents created shall also be sold elsewhere other than eightstock: Yes/No

Decision to market the Contents on which platform will be made by: Producer only / Producer and all Collaborators

Accommodation, Food & Transport Expenses Borne By Producer: \_\_\_\_\_\_\_ %

Accommodation, Food & Transport Expenses Borne By Model: \_\_\_\_\_\_\_%

**DUTIES AND RESPONSIBILITIES**

**Model**

1. The Model or parent/guardian agrees to cooperate with the Producer and other collaborators at all time during the Work and shall be present for the photo and/or video shoot punctually at the time specified by the Producer after the mutual agreement on the date is set for the shoot by both parties.

2. The Model or parent/guardian agrees to sign the necessary Model Releases to enable the Contents to be marketed and sold.

3. The Model or parent/guardian agrees and undertakes not to disclose any information with regards to the photo/video shoot includinghis/her earning percentage as stated in thiscontract to any third party without the prior written permission of the Producer.

4. The parent/guardian shall be liable to comply with all the terms and conditions herein and further, shall be responsible for the well being of the minor.

5. The Model or parent/guardian shall ensure and be responsible for his/her own safety and the safety of the minor during the shootings in the entire duration of the Work, and shall ensure and be responsible for the safety of every party and/or properties involved in the Work and liable for it if caused by the Model’s or the parent/guardian’s negligence.

6. The Model or the parent/guardian of the minor hereby irrevocably assigns and releases all his/her copyright to all the Contents and agrees that the copyright of all the Contents and other works created by the Producer and his/her team will absolutely belong to the Producer. This release is worldwide and perpetual and shall be valid and enforceable notwithstanding the termination of this Agreement for any reason.

**Producer**

1. The Producer, on his/her part, agrees to bear all production costs, including the recruitment of other talents including Makeup Artists, Hair Stylists and those required to handle coordination, props, wardrobe, location, videography, retouching, concept idea and art direction and has the right or power to choose any manpower required for the successful completion of the Work.

2. The Producer shall in his/her absolute discretion select any photo(s) and/or video(s) or the same from the series of photo and/or video shoots from the Work and agrees to undertake the uploading, captioning and keywording of the Contents to the Website for the purpose of selling them or may appoint an Uploader to do so.

3. The Producer shall be responsible in keeping all related documents and Releases related to the collaboration.

4. If the Producer is allowed to offer the Contents for sale on any other platforms or sites, the Producer must first give notice to the Model or parent/guardian of his/her such intention and provided that all earnings derived from the sale shall be apportioned to the Model at the percentage above or such other agreed percentage.

**OTHER TERMS**

1. The Producer will form a collaboration in eightstock by registering this Collaboration on the eightstock Collaboration System and invite the Model or the parent/guardian based on the details of the Title, Role, Shared Earnings and Years Entitled stated above. Whatever income generated will be distributed to the respective parties according to the percentages agreed upon as stated above or such percentages as may be mutually agreed through eightstock Collaboration System.

2. The Producer shall cause Contents to be uploaded to the Website. The Model or the parent/guardian acknowledges that the Contents uploaded are subject to the approval of eightstock to be made available for sale on the Website.

3. If there is an agreed payment to the Model, the Model or the parent/guardian will have access to the earnings dashboard when the Collaboration Group is formed under the Collaboration System in eightstock to monitor the income derived from the Contents.

4. On the expiry of the Shared Earnings entitlement in the eightstock Collaboration System, the Producer will be entitled to 100% of the earnings derived from the Work and the Model or the parent/guardian will have no further claims on the same.

5. Neither parties and whoever is assigned by the Producer to upload the Contents, shall not upload, publish and distribute any Contents or any part thereof that is or that has been altered to being pornographic, defamatory, offensive, considered as harassment, abusive or threatening others, politically endorsing, offensive, obscene, ethically or culturally offensive, indecent, sexually explicit, immoral, intrusive of privacy or illegal or in any manner which endorses violence, or acts of terrorism, adult entertainment services or venues, tobacco products, medical products for treating health issues related to sex, mental condition or terminal illness, dating websites or apps which is discriminatory towards race, gender, religion, faith or sexual orientation, or any other unlawful manner or may render the Model or the Producer to disrepute.

6. If the Model has been appointed by the Producer as the Uploader, the Model shall comply with and adhere to the following terms and conditions of an Uploader:-

a. agree to caption, keyword and upload the Contents assigned by the Producer on the Website;

b. shall only upload the Contents specified by the Producer and no other contents without the prior approval of the Producer. Any Contents uploaded by the Uploader without the prior approval of the Producer will be deemed a fraudulent act;

c. agree to upload the Contents within the time frame set by the Producer;

d. shall not keep, distribute, share or display the any of the Contents given to him/her by the Producer. After the Contents have been uploaded to the Website they should be deleted and none should be kept by the Uploader.

7. All information & Releases provided by the Model or the parent/guardian shall be real, truthful, factual and legally binding including as required in the respective release agreements (“Releases”). Should any fraud, misrepresentation or misconduct be involved in obtaining any of the respective Releases or other documents related to this Agreement, the party concerned will be held responsible for any losses/penalties and all legal consequences/action resulting from the said fraud or misconduct or from any task performed by the party including and criminal liabilities.

8. If Contents created is also be sold any other platform or channel or websites besides the Website, the Producer shall ensure that whatever income generated will be distributed to the respective parties according to the percentages agreed upon as stated above or such percentages as may be mutually agreed. The Producer agrees to notify the Model or the parent/guardian wherever he/ she chooses to market the Contents.

9. Certain photos and/or videos may need to be distributed to third parties involved in the collaboration like location owners and such for their own commercial usage. The Producer will make the final decision as to who he will provide copies of the Contents without the prior consent and approval of the Model or the parent/guardian and other collaborators involved in the production of the Contents. The Producer agrees to notify the Model or the parent/guardian of any distribution of Contents to third parties involved in the collaboration.

10. Contents for personal use can be available to the Model. The quantity of Contents available for personal use will be decided by the Producer.

11. The content of this Agreement and all data and information disclosed the Model or the parent/guardian (“confidential information”) is strictly confidential. The Model or the parent/guardian hereby agree and undertake not to reveal or communicate verbally or in writing or in any manner whatsoever any part of the Agreement including fees to any party without the prior written permission of the Producer.

12. The Producer and the Model or the parent/guardian must take reasonable care of all properties belonging to other parties and each party will be fully responsible and liable for any damage to the said third party properties.

13, Neither party will not be held responsible if the Work is stalled or temporary stopped due to circumstances beyond the control of any party for eg a force majeure event or any injury caused to any person or restrictive movement due to pandemic.

**WITHDRAWAL OR TERMINATION**

1. Either party may terminate the collaboration or this Agreement subject to the approval and consent of the other party and provided that such termination will be based on terms and conditions to be mutually agreed by the parties and to the payment above.

2. Upon the termination or withdrawal as above said, the Model’s Shared Earnings shall immediately cease and any outstanding Shared Earnings due to the Model prior to the termination, if any, shall be payable to the Model and all future Shared Earnings for the Model shall forthwith be forfeited upon the settlement of the payment.

3. The Model or the parent/guardian shall have no claims whatsoever against the Producer and/or other collaborators.

By signing below, each party acknowledges and confirms that it has read, understood and agreed to the contents and terms of this Agreement. The parties also warrant that they are of full legal age and have the legal capacity to enter into this contract in their own names or in the case of a minor, the parent/guardian.

Producer’s Signature: Model’s Signature / Parent / Guardian:

Name: Name :

Date: Date :

Dates:

Location:

Shoot Description :

Shoot Duration :

Producer’s Signature :

Model’s Signature :

Parent/Guardian’s signature:

Dates:

Location:

Shoot Description :

Shoot Duration :

Producer’s Signature :

Model’s Signature :

Parent/Guardian’s signature:

Dates:

Location:

Shoot Description :

Shoot Duration :

Producer’s Signature :

Model’s Signature :

Parent/Guardian’s signature:

Dates:

Location:

Shoot Description :

Shoot Duration :

Producer’s Signature :

Model’s Signature :

Parent/Guardian’s signature: