

NGP Entertainment
4333ME, Middelburg
The Netherlands

NGP Entertainment - Creator Agreement

The terms set out herein represent a binding agreement between the Creator (Copyright owner of submitted media) and Nextgenporn.net, owned and operated by NGP Entertainment.

1. Agreement Term

1.1. When the Artist submits the 'NGP Entertainment Registration Form' the Agreement goes into effect. If either party violates any of the terms or leaves a contract dispute unresolved, the agreement will be terminated. The agreement can also be terminated by either party via email within a 30 days notice period.

2. Creator License Agreement

2.1. While the Agreement is in force and unless agreed otherwise in writing via email.

2.1.1 The Creator grants a non-exclusive license to the NGP Entertainment Store for the sale, distribution and promotion of any product and all of its media to the NGP Entertainment store.

2.1.2 The Creator grants NGP Entertainment the use of provided promotional material and/ or the contents of the product itself for promotional purposes.

2.1.3 The Creator declares that, under penalty of perjury, that all content submitted to the NGP Entertainment Store is rightfully theirs, whether as copyright owner or registered agent. The NGP Entertainment Store will not be liable for any potential copyright infringement caused by any submitted media, and the Creator will bear total legal responsibility for any uploaded material.

2.1.4 The Creator states that they are able to propose a price, but that both parties must agree on the price for the product to be approved for sale.

2.1.5 NGP Entertainment holds the legal power to temporarily vary the price of products for promotional purposes, to boost the sale and visibility of offered products.

2.1.6 The Creator grants NGP Entertainment the rights to use any of the submitted content for promotional purposes.

2.2 If the Creator decides to sell the same content outside of the NGP

Entertainment store, they must offer their product at the same price, otherwise NGP Entertainment reserves the right to remove the product from sale without warning.

3. Release Schedules

3.1. As long as the arrangement is in place, the Creator has the right to request a release date for the products they wish to sell. NGP Entertainment reserves the right to set a date depending on time, the price of the product, quality of the product and the release date of other products.

3.2. NGP Entertainment will confirm the release date in writing when it is planned. After the release date has been set, two deadlines will be provided for the Creator to meet, known as the Promo Deadline and Release Date. The Creator is expected to fully comply with these deadlines.

3.3 Promo deadline. The Creator will be expected to deliver promotional content and a completed product form 7 days before the scheduled release day to the NGP Entertainment Store.

3.3.1 Required promo content:

3.3.1.1 At least 5 promo renders if the product is non-animated

3.3.1.2 A promo trailer if the product is animated

3.3.2 Additional, non required, promo materials:

3.3.2.1 Product description

3.3.2.2 Additional content the creator wants to use to promote the release of the product

3.4 Release date. The Creator will be expected to deliver the finished product at least 3 days before the scheduled release date.

3.5 Time to reschedule. The Creator has the provision of rescheduling the release date of their product no later than 7 days prior to the expected release date.

3.6 Request for delay. Once the Promotional Deadline has delivered the promotional materials, the Creator has the option of requesting a temporary extension to release their product no less than 3 days before the scheduled release date. The release date of the product will shift on to the next available date in the calendar of the NGP Entertainment Store.

3.7 Should the Creator fail to reach deadlines consistently or routinely reschedule and/or delay launches, the NGP Entertainment Store reserves the right to withdraw any and all schedule-related privileges, as well as review the Creator Agreement status for potential termination.

3.8 The NGP Entertainment Store reserves the right to amend the schedule at its discretion. Should the product of the Creator be moved to a later date, the NGP

Entertainment Store must inform the Creator of the update, as well as new deadlines according to the release date. The Creator remains obliged to follow the new Promo and/or Release date deadlines.

4. Creator Benefits Agreement

4.1 NGP Entertainment agrees to give the Creator the following benefits while the agreement is in effect:

4.1.1 Ensure all the Creator's products are visible and available for purchase

4.1.2 Payment processing on behalf on the Creator

4.1.3 Promotional actions on various channels

4.1.4 Any other additional services if agreed on by both NGP Entertainment and Creator such as voice over and story writing services.

4.2 The NGP Entertainment Store agrees that the Creator holds all copyright to their products/content and that the rights of the NGP Entertainment Store to sell, promote and distribute the Vendor's products are subject to the Creator's License Agreement as set out in Section 2 of this Agreement.

5. Agreement Termination

5.1. The agreement may be terminated by NGP Entertainment if any of the following conditions occur:

5.1.1 Any (accurate) copyright infringement notices issued against the Creator and their products.

5.1.2 Any products (both published and non-published on the NGP Entertainment Store) of the Creator contains illegal material.

5.1.3 NGP Entertainment deems any of the Creator's (both published and non-published on the NGP Entertainment Store) unethical or inappropriate.

6. Creator Sales Commission

6.1 The Creator commission is set at 70% for each individual products sold through the NGP Entertainment store.

6.1.1 The Creator receives 70% of the net sales price (see 6.1.2) for every individual sale from the NGP Entertainment store.

6.1.2 The net sales price is the sales price minus deductions, including, but not limited to, credit card processing fees, discounts and any other marketing or additional fees.

7. Sales Data and Payments

7.1 NGP Entertainment will share sales reports once a month, during the first week of the current month.

7.2 All Creator commissions are transferred through Paypal, Payoneer or Bank Transfer.

7.3 Commissions are transferred once every two months (8 calendar weeks) during the final week of the second month. Starting from the date of the product launch

7.4 The minimum Commission pay-out is EUR 50.00 if the Creator's pay-out amount is lower than EUR 50.00 the pay-out will not be processed until the minimum pay-out of EUR 50.00 is reached.

7.5 Transfer fees are handled by the NGP Entertainment Store

8. Jurisdiction

8.1 The Netherlands

9. Age restriction

9.1 All creators signing the agreement must be at least 18 years old."

10. Rules on type of content and restricted content

10.1 Creator content, including sexually explicit content must be:

10.1.1 consensual

10.1.2 depict adult characters

10.2 Creator content does not contain any of the following:

10.2.1 underage characters involved in or implied for sexual activities

10.2.2 animals (fantasy creatures resembling humans are allowed)

10.2.3 sexual practices involving human feces or urine

10.2.4 rape, extreme violence or torture

10.2.5 necrophilia

10.2.6 intoxication, drugging

- 10.2.7 Any resemblance to non-fictional characters
- 10.2.8 Any content the creator does not own or is not given express permission to use
- 10.2.9 Any other illegal content

10. Agreement changes

- 10.1 NGP Entertainment will communicate any changes to this agreement per email or any other available communication channel
- 10.2 Any changes will go into effect immediately unless stated otherwise by NGP Entertainment.
 - 10.2.1 If the creator objects to any changes or added terms, they must notify NGP within 7 days of the initial communication. If no communication is made within 7 days, NGP will assume that the creator agrees with the new changes.