

18 U.S.C. § 2257 Records Keeping for Models

A. I, _____ (print full legal name) ("Model"), understand that all the information required by this document is required to comply with United States federal law and any false statement or misrepresentation is a crime under United States law.

B. Two forms of identification, including at least one government issued photo ID, are required. Describe each, including number. Clear photocopies of each must be attached and the photocopies must be signed in BLUE ink by the artist.

(1) First form of identification: _____

(2) Second form of identification: _____

Birthdate: _____ (Month/Day/Year) Age: _____

C. I have also used the following names, stage names, aliases, nicknames and married and/or maiden names:

1. _____ 2. _____

3. _____ 4. _____

If more than 4 please attach a separate sheet, signed by the model including the additional names.

MODEL'S SWORN STATEMENT: I, _____ (full legal name), pursuant to 28 U.S.C. §1746 and the penalties of perjury, under the laws of the United States, swear that the above is true and correct and that the ID which I have provided, a copy of which is attached and signed by me, was lawfully obtained by me and has not been forged or altered.

Today's Date: _____

Signature: _____
Model's Signature (using full legal name)

PRODUCER'S / PHOTOGRAPHER'S SWORN STATEMENT: Pursuant to 28 U.S.C. §1746 and the penalties of perjury under the laws of the United States, I swear that I have personally examined the Model's ID containing the date of birth set forth above, that I have personally questioned the Model regarding the answers given in this document, and that I have observed that Model execute this document and sign the attached copy of the ID. In addition, I swear that the date set forth below is the date on which production involving this model occurred.

Date of Production: _____ Location of Production: _____

Print Name of Producer

Signature of Producer

NOTE: THIS DOCUMENT TO BE KEPT SEPARATE FROM ALL OTHER RECORDS

Performer Agreement

This Agreement is entered into this ____ day of _____, 2011

I, _____, hereby warrant that my date of birth is _____ and that I am at least eighteen (18) years of age or the age of majority in my location, whichever is higher (the "Age of Majority"). My signature at the bottom of this paper certifies that the above information is correct.

Acknowledgement: I acknowledge and agree that I am entering into this agreement of my own free will and that I am a consenting adult. I agree to perform various services, of an adult nature, for Company, including but not limited to, live streaming video, still photographs and similar services (all such material, services and any other material produced for Company pursuant, in whole or in part, to this Agreement, whether or not of an adult nature, are referred to herein as the "Services"). I agree to appear nude and to perform multiple, explicit, individual sex acts. I warrant to Company, that my performance of the Services will not violate any laws in the location in which the Services are performed or exhibited.

Services, Pay and Hours: I acknowledge that the Services may be posted on one or more websites on the Internet (the "Websites") and that anyone over the Age of Majority in their location may be able to access and view my Services. I acknowledge and agree that I will be compensated based upon the monies collected by Company pursuant to the time each paying member of the Websites spends viewing my live Services. I acknowledge that I will be paid ____ of any monies received by Company from users for the time spent by such user viewing my services. I understand and agree that I am an independent contractor and will be permitted to determine at what times and from what location(s) I will perform the Services; however, I warrant to Company that I will perform the Services in an artistic and conscientious manner. I acknowledge that I am responsible for complying with all laws in my location, including any applicable obscenity laws and that, as an independent contractor, I am responsible for paying all taxes from monies paid to me by Company.

Rights Granted to Company: I hereby grant to Company all rights and titles to all results and proceeds of the Services hereunder, including the copyrights therein, including the right to assign, license or sell such rights to third parties with no further payment to me. I grant to Company the perpetual, universal right to record, edit and exploit my Services for purposes of advertising and promoting the website(s) on which my Services appear and to promote and advertise my Services. I further grant to Company the right to use any and all of my recorded Services for advertising and/or marketing purposes. I acknowledge and agree that Company shall be the sole owner of all renewals, extensions or reversions of copyright now or hereafter provided, and that such shall automatically become the property of Company, which shall be deemed the author thereof, it being agreed and acknowledged that all of the results and proceeds of the Services are a specially ordered and commissioned "work made for hire" within the meaning of the 1976 Copyright Act for the compensation provided herein. I acknowledge Company's sole and absolute ownership of any and all stage name(s), alias(es) or

pseudonym(s) that may be created and/or used. I authorize others to use my name, any and all stage names and aliases, and biography, resume, signature, caricature, voice and likeness (collectively, the "Name and Likeness") for and in connection with the provision of the Services on websites owned and/or operated by Company and/or third parties, and all advertising (including the Name and Likeness on websites, banner ads, written publications and the like), merchandising, commercial tie-ups, publicity, and other means of exploitation of any and all rights pertaining to the Content and any element thereof. I agree to sign any and all reasonable documentation requested by Company to perfect the rights granted herein.

Exclusivity: I agree that so long as this Agreement is in effect, I will not provide the Services to any third party.

Rules: I agree to adhere to the following rules while performing the Services for the Company:

1. I will appear on camera substantially the entire time that I am performing the Services;
2. I will not reveal my real name or personal contact information to any individuals while performing the Services;
3. I will not reveal the location where I provide the Services nor the names, addresses or other information of any of the companies or individuals connected with the Websites or my Services;
4. I will not promote or discuss any third party or website which is not one of the Websites or which has not been approved in writing by the Company;
5. If, at anytime, I feel that someone is requesting me to perform an act in violation of this Agreement or applicable law, I will cease to perform the Services for the individual and I will immediately report that person's information to the Company;
6. I will not hold myself out to anyone as not being the Age of Majority. In the event I believe that someone believes me to be less than the Age of Majority, I will immediately tell the person that I am the Age of Majority;
7. I will not tell any individual, nor lead them to believe, that I participate in or simulate any obscene acts including, but not limited to, bestiality, necrophilia, child molestation, child pornography, rape, urination, defecation or any other obscene sex acts;
8. I agree that, outside of private chats, I will not appear in anything that does not cover at least as much as a standard two-piece bikini; and
9. While providing the Services, I agree that I will not appear on camera with any third person without the written permission of the Company, which permission will be contingent on such third party signing an agreement with the Company.

Release: Model releases Company, it's employees, agents, attorneys, assigns and licensees from any and all claims arising out of this Agreement and the Services including, without limitation, right of publicity claims, invasion of privacy claims, defamation claims, sexual harassment claims, injuries (both physical and emotional), negligence, intellectual property, claims relating to disease or illness (including STD's),

pregnancy, and all other such claims whether or not listed above. I agree to indemnify and hold harmless Company, its employees, affiliates and other related workers and entities from any liability arising out of this Agreement. I agree that in the event that I appear on camera with any third person, as permitted hereunder, I am doing so at my own discretion and risk and I acknowledge that the Company will not, and is under no obligation to, do any medical testing of such third party.

Termination: This Agreement may be terminated by either party for any reason whatsoever and shall be effective upon delivery of written notice as follows:

If to Company: _____ (email)

If to Model: _____ (email)

In the event that Company determines, in Company's sole discretion, that I have performed the Services in a way in which such Services are obscene, defamatory, threatening, in violation of applicable law, in anyway in violation of a third party's rights or otherwise in violation of this Agreement, I understand and agree that Company shall have the right to immediately terminate this Agreement "for cause" and in such event I agree to forfeit any monies earned but not yet paid. After termination of this Agreement, for any reason, Model agrees not to perform live streaming Services for any other individual or entity for a period of four (4) months.

Model and Company irrevocably submit to the jurisdiction of the courts located in Miami-Dade County, Florida and agree that all disputes arising hereunder shall be governed by the laws of the State of Florida, excluding its conflict of laws provisions.

By signing this Agreement I agree to assign all rights to the Services performed pursuant to this Agreement to Company. Additionally, by my signature below, **I hereby represent, covenant and warrant that I have the ability to grant all rights granted herein and that there are no agreements or other legal impediments which make the undersigned's acceptance of this Agreement invalid, unlawful or avoidable.**

Model Signature

____ day of _____, 2011

Printed Model Name

Company representative

Date: ____/____/2011

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

Employer identification number

			-							
--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.