

## **Model Agreement Approval**

Dated: November 10th, 2020

### **DIRECT MODEL APPEARANCE AGREEMENT AND RELEASE**

This Direct Model Appearance Agreement and Release (this "Agreement"), dated as of the date set forth above (the "Effective Date"), between the undersigned individual ("Model") and Technius Ltd., a Republic of Cyprus company with registration number HE349515 and registered address at Theophilou 18, Flat 21, 3075, Limassol, Cyprus ("Operator").(each a "Party" and together, the "Parties").

WHEREAS the Operator is the operator of an adult content streaming cam website at Stripchat.com and its affiliated websites (the "Website") and Model desires to appear on the Website in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing promises and of the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

#### **Record Keeping Requirements.**

Model agrees and acknowledges that Operator voluntarily complies with 18 U.S.C. § 2257, C.F.R. 28 Part 75 and therefore inspects, collects and keeps certain personal identification information concerning Model in accordance with 18 U.S.C. § 2257, C.F.R. 28 Part 75 and related statutes, regulations and other laws. Model shall provide Operator with all information and documentation Operator deems necessary or desirable to comply with the foregoing laws. Model shall provide Operator with only truthful, accurate and complete information and documentation, including valid and lawfully obtained government-issued picture identification cards. Model represents and warrants that she is and will provide only truthful, accurate and complete information and documentation to Operator. Model understands and acknowledges that Operator may disclose Model's personal information and documentation upon demand of an authorized law enforcement official or other authorized party and other third parties requesting such information in order to comply with applicable law and/or at the discretion of Operator. Model waives any claim Model has or may have or may in the future have under any law for damages or any other relief as a result of any disclosure or keeping of the personal information and documentation kept by Operator hereunder, even if such claims arise from Operator's improper or wrongful disclosure or safekeeping. Model shall truthfully, accurately and completely complete the Performer Names Disclosure Statement, Verification and Release attached hereto. Model will not hold herself out to be less than eighteen (18) years old or the age of majority in her jurisdiction or place of residence, whichever is higher.

**Age Verification.**

Model represents and warrants that she is at least eighteen (18) years old or at least the age of majority in her jurisdiction or place of residence, whichever is higher. Model also represents that the jurisdiction from which she accesses the Website does not prohibit the subject matter of this Agreement.

**Appearance.**

By accepting this Agreement and by complying with the terms of this Agreement, Operator may permit Model to appear on the Website in accordance with the further terms, restrictions and capabilities permitted on the Website for Models and further in accordance with the Terms and Conditions of the Website found at <https://stripchat.com/terms> (the “Terms and Conditions”) and the Rules for Models found at [https://stripchat.com/wiki/Rules\\_for\\_Models](https://stripchat.com/wiki/Rules_for_Models) (which Operator may alter or amend from time to time) (the “Rules for Models”). In case of any conflict between this Agreement and the Terms and Conditions, the provisions of this Agreement shall prevail. Model shall have full discretion on the times on which model shall appear on the Website, as long as otherwise in accordance with the terms of this Agreement and the other posted rules and regulations available on our Website. Model shall comply with all reasonable directions, requests, rules and regulations of Operator in connection herewith, whether or not the same involves matters of artistic taste or judgment. Model acknowledges that her permission to appear on the Website is at the will of Operator. Model acknowledges that Model may not appear on the Website until Operator provides final approval of her appearance in writing.

Model acknowledges that she has no obligation to appear on the Website at any time, whether for tips or otherwise. Model acknowledges that she is in sole control of when and how she appears on the Website (as long as in accordance with this Agreement and applicable law). Model acknowledges that her appearance on the Website shall be for the benefit of the Website’s users. Model acknowledges that any user of the Website over the age of majority in his jurisdiction may be able to access and view Model’s appearance on the Website.

**Compensation.**

Model acknowledges that the Website operates on a token basis whereby users of the Website may choose to pay tokens as tips, for shows or otherwise. Model acknowledges that the Operator shall pay Model the value of US\$ 0.05 (five cents of United States Dollar) or the equivalent in another currency plus V.A.T. (if applicable) per token earned by Model (but accounting for refunds and chargebacks, for which Model shall not be paid) (the “Compensation”). The Compensation shall be paid in accordance with the Operator’s standard practices as may be established or modified from time to time. Operator may require Model to complete certain tax documents and may withhold all Compensation accrued until such time as Model submits these documents to Operator.

Operator may suspend Model's use of the Website until such time as Model submits the required documents. Operator assumes no responsibility for paying any taxes, banking commissions or currency fees on Model's behalf and Model agrees and acknowledges that Model assumes complete and sole responsibility for any taxes, banking commissions or currency fees owed as a consequence of Model's appearance on the Website and the Compensation.

Model acknowledges that Operator does not guarantee that any tips will be received by Model at any time and that all tipping is optional to users of the Website, including whether or not the user of the Website will tip and how much the user of the Website will tip (although Operator may, in its discretion, permit Model to set minimum tips).

Inactive accounts: If a period of inactivity is detected on Model's account, exceeding 6 months, then Operator reserves the rights and at its sole discretion to terminate Model's right to use the Website. In such a case, Model hereby expressly accepts, agrees and acknowledges that any token balance in Model's account will be abandoned and cannot subsequently be recovered. For the avoidance of any doubt, if the Model does not log in into the account for a period of 6 months, her account will be categorized as inactive.

Model acknowledges and agrees that if she has a contractual relationship with an operator of a model studio ( the "Studio"), and the Studio has referred the Model to the Website in order for the Model to appear on the Website and such Studio has contractual relationship with the Operator, then the Compensation shall be payable by the Operator to the Studio. The Model acknowledges and agrees that any portion of the amount of such Compensation payable by the Studio to the Model shall be made in accordance with the contractual relationship between Model and Studio and the Model shall not have any claim from the Operator in relation to such Compensation. The Model shall provide to the Operator evidence of such contractual relationship with said Studio if the Operator requests it for any legal purpose.

Operator will deduct and withhold from any amounts mentioned in this Agreement which are payable to the Model, such amounts as Operator is entitled or directed to deduct and withhold or is required to deduct and withhold with respect to such payment under the provision of any applicable laws (including Value Added Tax) and remit such deductions and withholding amounts to the appropriate governmental entity.

The Model shall comply with all applicable laws and regulations in relation to the Prevention and Suppression of Money Laundering and Terrorist Financing.

The Operator may engage its Affiliates or third-party companies for the payment of the Compensation owed to the Model by the Operator. For the purposes of this Agreement, the term "Affiliate" shall mean any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Operator.

Payment of the Compensation shall only be made if the minimum payout amount has been reached. Depending on the then available payment methods, the amount of the minimum payout may vary per payment method. Any amount below the minimum payout amount will be carried over until the minimum payout amount has been reached and will be paid on the next following payment date.

The Model confirms and agrees that any breach or violation of the Rules for Models by the Model will result in the Website account of that Model to be blocked by the Operator, and any outstanding Compensation shall be withheld by the Operator and shall not be paid to the Model, and the Model shall not have any claim in relation to such outstanding Compensation.

Notwithstanding anything in this Agreement to the contrary, the Operator, in its sole and absolute discretion, has the option from time to time to change the scheme of the Compensation, including but not limited to, the method of calculation of the Compensation and how the Compensation corresponds to the tokens earned by the Model. At least thirty (30) days prior to the change of the scheme, the Operator shall notify the Model of such change. The Model shall have the right to reject such change by providing a written termination notice for this Agreement to the Operator at least seven (7) days before the change becomes effective. If the model continues to appear on the Website, following the 30 days' notice given by the Operator, then it shall be considered as full and unconditional acceptance of the amendments by the Model.

The Model has the option to choose the account that it will receive the Compensation. If the account is under the name of a third-party or if the account is a joint account, then the Operator at its sole discretion may request identification documents for the third party and/or joint owner. If the Model fails to provide such identification documents, the Operator may not process the payment of the Compensation with no further liability to the Model.

#### **Acknowledgement and Waiver; Explicit/Sexual Activities.**

Model understands and agrees to the following and waives all claims that may relate or arise from the following: (a) the Website contains and Model may engage in sexually graphic or explicit conduct, activities and/or material; (b) Model may, in Model's discretion, engage in sexual acts, simulated or actual, without any change in the rate of compensation; (c) Operator shall have no obligation to release Model's appearance or continue to permit Model to appear on the Website or to market Model's appearance; (d) Model acknowledges that the Website and Model's activities may hold Model in a false or unfavorable light, whether intentional or otherwise; (e) Model, in Model's discretion, may be engaging in sexual acts with others that will be of an explicit or dangerous nature (including, potentially, oral sex, anal sex, group sex or otherwise) and that Model is engaging in all such acts voluntarily, knowing that she has the right to stop at any time without penalty; (f) Operator may prohibit Model from wearing any apparel bearing a logo, trademark or copyright without the express, prior consent of Operator; (g) Operator may require Model to use a condom.

## **Grant of License.**

Model hereby grants to Operator the full rights and license to use Model's likeness, performance and any other content, expression or otherwise arising from Model's appearance on the Website, including, without limitation, the following perpetual rights:

(i) To photograph or otherwise reproduce all or any part of Model's performances, acts, poses, play and appearances of every kind and nature made or done by Model in connection with Model's appearance.

(ii) To record or otherwise reproduce Model's voice and all musical, instrumental or other sound effects produced by Model in connection with Model's appearance on the Website and reproduce, issues, sell and transmit the same.

(iii) To exhibit, sell, assign, transmit and reproduce and license others to do the foregoing, whether by means of, without limitation, motion pictures, still camera photographs, radio, television, televised motion pictures, video discs, video cassettes, video tapes, printing, or any other means now known or unknown of Model's appearance on the Website.

(iv) To use Model's appearance on the Website in connection with the advertising and exploitation of the Website.

(v) To use Model's appearance on the Website, or any part thereof, as a portion of a motion picture or other work other than the Production, and for the advertising thereof, and in connection with the sale of any by-products or merchandise relating thereto, and to reproduce and/or transmit the same by and in any media.

(vi) To cut, edit, add to, subtract from, arrange, rearrange, shorten and revise the Model's appearance in any manner as Operator may, in its sole and complete discretion, determine and, from time to time, to change the title of the Website. Without limiting the foregoing, Model acknowledges and agrees that she is hereby licensing to Operator all rights and title to any films, recordings, photographs and other expressions, and the results of the Model's appearance (including performances performed by Model on the Website) to Operator.

Model hereby grants Operator the perpetual rights to exploit and to license others to exploit, Model's name and biography and reproductions of Model's physical likeness and/or voice for the purpose of advertising and exploiting any product embodying the Model's appearance on the Website and the right to use any of the rights herein granted for commercial advertising or publicity (including endorsements) in connection with any product, commodity or services manufactured, distributed or offered by Operator.

Model hereby licenses to Operator, perpetually, all now or hereafter existing rights of every kind or character whatsoever, whether or not such rights are now known, recognized or contemplated, and the complete unconditional, and unencumbered title throughout the world in and to the results and proceeds of the Model's appearance on the Website, and any and all material, works, writings, ideas, gags, characters created or dialogue composed, submitted or interpolated by Model in connection with her appearance on the Website. All of the foregoing, including any copyrights or other proprietary rights therein, are hereby licensed to Operator.

Model grants Operator the right to use Model's stage name, and any other stage names that Model has used in the past or may use in the future, including those which may be trademarked.

Model hereby waives any "moral rights" or any analogous rights, however denominated, in every jurisdiction. Model agrees that all works created hereunder are and shall be deemed "works made for hire."

In the event that any rights including any intellectual property rights do not automatically belong to Operator, and without prejudice to any other right incorporated herein, the Model irrevocably appoints the Operator to be her attorney in her name and on her behalf to execute documents, use the Model's name and do all things which are necessary or desirable for the Operator to obtain for itself or its nominee the full benefit of any such rights.

### **Sexually Transmitted Diseases.**

Without acknowledging that Model may engage in any sexual acts with third parties on the Website (the terms of which shall be controlled by the rules and terms set forth on the Website), if Model does engage in any sexual acts with third parties on the Website:

Model agrees to provide such third party with a true, correct and unaltered copy of the results of tests for H.I.V. and other industry standard tested sexually transmitted diseases performed at an accredited clinic, showing that Model is not infected with any such diseases. Said tests must have been performed within 14 days prior to Model's performance of any sexual acts.

Model agrees to personally inspect the test results of any co-performer with whom Model is to perform or engage in any sexual acts and to notify Operator of any reasonable doubts Model may have as to the acceptability or validity of that co-performer's documentation.

Model hereby declares, understands and agrees that she is aware of the risks of contacting sexually transmitted diseases, and expressly and in perpetuity agrees to assume any and all risks of contacting any sexually transmitted disease while engaged in sexual acts. Model hereby releases, indemnifies and shall hold Operator harmless against any claims that Model contracted a sexually transmitted disease or if Model passed a sexually transmitted disease onto a co-performer or any other party.

**Appearance by Third Parties.**

Model shall not permit any third parties to appear naked on the Website on Model's account or otherwise unless such third party has also been approved to appear on the Website by Operator in Operator's sole discretion.

**Independent Contractor Status.**

Model will be an independent contractor, and nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

Model shall not have the right, power or authority to enter into any obligation, contract, agreement or undertaking whatsoever, or make any representation, express or implied, on behalf of the Operator.

Model shall be fully responsible for and indemnify Operator against any liability, assessment or claim including but not limited to the following issues:

taxation whatsoever arising from or made in connection with the performance of the Agreement.

any employment-related claim or any other claim based on worker status and/or any other claim of whatever nature ( including reasonable costs and expenses) brought by the Model or any substitute against the Operator arising out of or in connection with the Agreement; Operator may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Model.

Model will not be entitled to worker's compensation, retirement, insurance or other benefits afforded by the employees of the Operator.

Model agrees to cooperate with and keep harmless the Operator in the event that a third-party brings or threatens to bring a claim against the Operator in relation to the status, acts or omissions of the Model.

Should any Model be deemed to be entitled to any benefits or employee rights from Operator by operation of law or otherwise, Model expressly waive all such benefits.

**Prohibited Actions.**

Model, hereby agrees and understands that any acts which promotes or facilitates prostitution, solicitation of prostitution, human trafficking or sex trafficking are strictly prohibited through the Website.

The Model further understands that any discussion with a user regarding a transaction which involves use of any other service or method is prohibited and will result in an immediate block of the Model's account.

The Model is prohibited from using the Website to arrange meetings in person with the Users with the purpose of sexual activity for hire.

The Model, hereby agrees and understands that she must always abide with Rules for Models as amended from time to time.

### **Representations, Warranties and Additional Covenants.**

Model represents, warrants and covenants as follows:

(a) Model is in good health and has no medical, physical or emotional conditions that may interfere with her appearance on the Website;

(b) Model will not be under the influence of any medication or drugs or psychotropic substances that will impair Model's ability to appear on the Website or that may impair Model's judgment while appearing on the Website;

(c) Model's appearance is not subject to any union or guild collective bargaining agreement;

(d) Model is not bound by any agreement or other existing or previous business relationship which conflicts with or prevents the full performance of Model's duties and obligations to Operator hereunder or Model's appearance on the Website;

(e) Model's appearance will not violate or infringe upon any rights of any third party and will not cause Model to be in breach or violation of any agreements to which Model is a party;

(f) pursuant to the contractual relationship it has with third party individuals who wish to become models/performers of the Website ("New Models"), it has been granted by said New Models all the necessary permits, power and authorizations to execute and enter into Direct Model Appearance Agreement and Release ("New Model Agreement") with the Operator for and on the behalf of the New Models, as if the New Model had executed and entered into the New Model Agreement with the Operator, and the Model shall remain fully responsible and fully liable for all actions and/or omissions of such New Models and shall fully indemnify the Released Parties (as defined below) for all actions and/or omissions of such New Models;

(g) Model represents and warrants that all New Models with whom it has contractual relationship are at least eighteen (18) years old or at least the age of majority in her jurisdiction, whichever is higher. Model agrees and acknowledges that Operator voluntarily complies with 18 U.S.C. § 2257,



C.F.R. 28 Part 75 and therefore inspects, collects and keeps certain personal identification information concerning natural persons appearing on the Website as models/performers in accordance with 18 U.S.C. § 2257, C.F.R. 28 Part 75 and related statutes, regulations and other laws. Model shall collect and keep from all New Models all information and documents necessary to comply with the foregoing laws and regulations and that Model shall provide Operator with all information and documentation of the New Models that the Operator deems necessary or desirable to comply with the foregoing laws and regulations. Model represents and warrants that it shall provide Operator with only truthful, accurate and complete information and documentation of the New Models, including valid and lawfully obtained government-issued picture identification cards; (h) the Model shall provide to the Operator written evidence of its contractual relationship with the New Models if the Operator requests it for any legal purpose; and

(i) MODEL HAS BEEN FULLY INFORMED AS TO THE SEXUAL AND OTHER NATURE OF THE WEBSITE, THAT SHE IS VOLUNTARILY PARTICIPATING IN THE PRODUCTION AND THAT SHE ASSUMES ALL RISKS RELATING TO SUCH PARTICIPATION AND THE SERVICES.

#### **Remedies Upon Breach.**

Model agrees that any breach of this Agreement by the Model would cause irreparable damage to Operator. Operator shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent any violation of Model's obligations hereunder, without the necessity of posting a bond.

#### **Release.**

To the maximum extent permitted by law, Model, for herself and on behalf of her heirs, executors, agents, successors and assigns, hereby releases, holds harmless and forever discharges Operator and its officers, directors, agents, managers, shareholders, members, employees, attorneys, affiliates, representatives, successors and assigns (the "Released Parti).