

AYA ENTERTAINMENT INC & SCORES MEDIA GROUP LLC
“SCORESLIVE”
VIDEO CONFERENCE MODEL AGREEMENT

This Agreement is entered into by and between **AYA ENTERTAINMENT INC.**, a New York corporation (“AYA Entertainment”), **SCORES MEDIA GROUP LLC**, a New York limited liability corporation (“Scores Media”) with their principal addresses mutually located at 14 Bond Street Suite 285, Great Neck, NY, 11021 (collectively known as, (“ScoresLive”), and said adult entertainment performer (the “Model”) as named and resides at the address specified in Section 8.0 of this Agreement.

R E C I T A L S

WHEREAS, AYA Entertainment and Scores Media are engaged in the business of Internet video-conferencing; and

WHEREAS, Model is a female performer in the business of originating, producing and providing original live entertainment for transmission and broadcast over the Internet; and

WHEREAS, AYA Entertainment and Scores Media desire to allow Model to engage in lawful performance of the live entertainment that Model originates and produces for customers accessing the Internet site, ScoresLive (“ScoresLive”); and

WHEREAS Model desires to utilize ScoresLive, on the terms and conditions stated herein;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged and in further consideration of the mutual promises set forth herein, it is hereby agreed between the parties as follows:

1. The Model hereby agrees, represents and warrants:

- 1.1 Model will remain solely responsible for all of the Content for distribution via the ScoresLive website. The term "Content" as used in this Agreement shall be meant to include all real-time or archived digital images, video chat sessions, video taped performances, audio, text, and other similar materials created by the Model.
- 1.2 Model agrees there is to be no nudity in any designated free areas on ScoresLive. Appropriate lingerie shall be worn at all times in such designated areas. Lingerie is also acceptable in all chats including, free, semi, and private.
- 1.3 Model warrants and represents she is a consenting adult over the age of eighteen (18) years and has provided acceptable proof of age which shall consist of a valid government photo identification document (passport, state driver license, military identification card, or state photo identification card). Model must provide ScoresLive with a color, digitally scanned copy of

- such documentation and email such depiction to ScoresLive in a JPG, GIF, PDF, or TIF format. **Photocopies of such documentation will not be accepted.** A Model will not be issued an account at ScoresLive until the age verification identification has been submitted and accepted by ScoresLive.
- 1.4 Model shall fully complete the RECORDS KEEPING COMPLIANCE FORM PURSUANT TO 18 U.S.C. § 2257 and return it to ScoresLive. **A Model will not be issued an account at ScoresLive until the statement has been submitted and accepted by ScoresLive.**
 - 1.5 Model agrees that she will not violate any law concerning obscenity. A Model may not portray depictions of sex involving any person under the age of eighteen (18) years of age, rape, incest, bondage, torture, bestiality, fisting, necrophilia, any form of child pornography, urination, and or defecation.
 - 1.6 Model agrees that she will not solicit sexual services while using the ScoresLive web site for any sexual favors either monetary or gratuitously and such behavior is grounds for immediate termination of this contract.
 - 1.7 Model represents to ScoresLive that the Content complies with the laws and regulations applicable in (i) Model's country of origin, (ii) Model's local community, and (iii) the United States.
 - 1.8 Model will furnish, at her expense, all property, space, computers, computer equipment, furniture, clothing, lingerie, materials, etc., used in the course of the creation of the Content.
 - 1.9 Model agrees to provide, at its sole cost and expense and solely for her own benefit, all equipment necessary to access the Web Site from the remote broadcast location. By way of example only, this may include a home computer, a video camera that connects to a home computer and an Internet connection (cable or DSL) of at least 512 Kb (kilobit) upstream and 256 Kb (kilobit) downstream per video stream. Model shall be solely obligated to ensure that any equipment purchased or otherwise acquired is in furtherance of her activities and is compatible with the Web Site.
 - 1.10 Model hereby agrees to and expressly consents to ScoresLive's right to access, monitor and/or record the video chat sessions and/or the Content to ensure compliance with ScoresLive's policies as set forth on the ScoresLive web site and/or the laws and regulations of (i) the Model's country of origin, (ii) the Model's local communities, and (iii) the United States.

2. ScoresLive hereby agrees, represents and warrants:

- 2.1 ScoresLive hereby grants to Model a non-exclusive, non-transferable, royalty-free, and worldwide license to use and display the ScoresLive trademarks and/or service marks, "ScoresLive" for the sole purpose of advertising and promoting the Content that Model distributes via the ScoresLive web site.
- 2.2 ScoresLive shall allow Model to use the Content for her own personal portfolio or web site, provided that such use is noncommercial and prior written consent has been obtained from ScoresLive whereupon such consent shall not be unreasonably withheld.
- 2.3 During the term of this Agreement and on the terms and conditions set forth herein, ScoresLive agrees to provide Model with access to broadcast on the

ScoresLive (www.scoreslive.com) Web site, for the purpose of providing the Performance for ScoresLive's customers.

3. Intellectual Property

- 3.1 Model hereby represents that she created and thus owns or has obtained all intellectual property rights, interests, and licenses in the Content. Model may not reproduce in the respective Content, any copyrighted material, trademarks, service marks, or other proprietary information of third parties without obtaining the prior written consent of the owner of such proprietary rights.
- 3.2 Model, expressly grants to ScoresLive full license to use any and all copyrights, trademarks, service marks, trade secrets, and all other proprietary rights in and to the Content, or any portion thereof, via an unlimited, perpetual, worldwide, royalty-free, irrevocable, sub-licensable, transferable, exclusive license to ScoresLive. With the rights granted herein, ScoresLive may, without limitation, use, distribute, reproduce, display, perform, publish, modify, adapt, translate, transmit, market, import, export, promote and/or create derivative works of the Content in any medium or technology whatsoever, now known or to be developed in the future. Model further agrees that ScoresLive shall be the sole owner and holder of all copyrights and all other proprietary rights in and to any and all derivative works created from the Content.
- 3.3 For the sole purpose of legitimately promoting ScoresLive on Model's personal web site or web space as provided to Model via ScoresLive, ScoresLive hereby grants Model a non-exclusive, non-transferable, royalty-free, worldwide sublicense to use the designated ScoresLive name, trademark or service mark and the Content. The Content shall not be used by Model for any commercial purpose, without first obtaining prior written consent of ScoresLive.
- 3.4 Nothing contained in this Agreement shall be construed as a grant or assignment of any rights in any intellectual property owned by ScoresLive, including, without limitation, any of its trademarks or service marks. No use of these marks shall be permitted except through the prior written authorization and permission of ScoresLive.
- 3.5 Model agrees not to use the Content for any unlawful purposes.
- 3.6 Model may not use ScoresLive to promote or solicit any URL or internet service other than that of ScoresLive.
- 3.7 Model may not use ScoresLive to promote or solicit any political or religious views and/or any form of business or service.

4. Indemnity and Limitation of Liability

- 4.1 Model shall indemnify and hold harmless Scores Live, AYA Entertainment, Scores Media, its officers, directors, employees, and consultants against any and all expenses and losses (including reasonable attorneys fees and costs) directly or indirectly incurred by AYA Entertainment and/or Scores Media in connection with any claims of any kind arising from the breach of any terms, conditions, warranties or representations made by Model in this agreement,

including but not limited to, any criminal, intellectual property disputes, agreements, model consent forms, and/or other disputes or actions that may result from either the Content or the subject matter governed by this agreement.

- 4.2 IN NO CIRCUMSTANCE SHALL SCORESLIVE, AYA ENTERTAINMENT OR SCORES MEDIA GROUP LLC BE LIABLE TO MODEL, OR OTHER PERSONS WHO MAY APPEAR IN THE CONTENT, FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR FOR ANY SPECIAL CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. THE LIMITS SET FORTH IN THIS SECTION WILL APPLY EVEN IF MODEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 4.3 IN THE EVENT THAT SCORESLIVE, AYA ENTERTAINMENT OR SCORES MEDIA IS HELD LIABLE TO MODEL, OR ANY OTHER PERSON IN ANY WAY, SCORESLIVE, AYA ENTERTAINMENT OR SCORES MEDIA'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE AMOUNTS ACTUALLY PAID TO SCORESLIVE BY SCORESLIVE'S USERS FOR THE CONTENT ATTRIBUTABLE TO THE MODEL.

5. Relationship Between Parties

- 5.1 Nothing in this Agreement shall be construed as creating a partnership or joint venture between the parties or making either party an agent or employee of the other, and at all times, Model shall have no authority to make any representations or warranties on behalf of ScoresLive, AYA Entertainment or Scores Media.
- 5.2 Model shall conduct her online business at its own cost, expense and liability, including without limitation any and all costs, expenses, and liabilities associated who appear in and/or create the Content.
- 5.3 MODEL HEREBY AGREES THAT SHE IS THE SELLER OF ALL GOODS AND SERVICES SOLD THROUGH SCORESLIVE AND THAT MODEL SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL TAXES ASSOCIATED WITH THE REVENUE RECEIVED FROM THE SALE OF GOODS AND SERVICES THAT ARE GENERATED THROUGH SCORESLIVE. SCORESLIVE IS NOT RESPONSIBLE FOR, AND WILL NOT PAY ANY TAXES FOR THE GOODS OR SERVICES PROVIDED BY MODEL INCLUDING WITHOUT LIMITATION, FEDERAL OR STATE TAXES, INCOME WITHHOLDING TAXES, SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, DISABILITY TAXES AND/OR DIRECT OR INDIRECT TAXES LEVIED BY FOREIGN COUNTRIES.

- 5.4 Model's rights and obligations, as stated in this agreement, shall not be assigned or transferred to any other person or entity; any such assignment or transfer is void.
- 5.5 Model agrees to be in full compliance with 18 U.S.C. § 2257 and to complete at sign-up, prior to producing Content on ScoresLive, a RECORDS KEEPING COMPLIANCE FORM PURSUANT TO 18 U.S.C. § 2257. Model shall bear all risks, liabilities, and costs caused by Model's failure to comply with these terms under any associated laws, ordinances, rules, regulations, or requirements.
- 5.6 Model hereby represents and warrants that each person affiliated with Model that provides services in connection with this Agreement is at least eighteen (18) years of age. Model agrees to furnish ScoresLive with appropriate age documentation for each person when requested by ScoresLive.

6. General Terms

- 6.1 Model agrees that she is solely responsible for the overall Content. Model acknowledges and agrees that ScoresLive may, in its sole discretion, delete and/or modify any aspect of the Content, including without limitation, content, messages, photos or profiles, that, in ScoresLive's sole discretion, violate the terms of any of its respective agreements or policies.
- 6.2 Either party to this agreement may terminate this relationship with the other party, with not less than forty-eight (48) hours written advance notice, subject to the fulfillment of any outstanding liabilities and/or remaining obligations to the other party. Without limiting any other remedies that ScoresLive may have, in the event of a material breach of this agreement, reserves the right to suspend Model's account immediately and/or terminate this Agreement without further notice.
- 6.3 This agreement may be immediately terminated by ScoresLive, at its sole discretion, in the event Model is investigated or prosecuted for illegal, unfair, and/or exploitive practices.
- 6.4 In the event that notice of termination is provided by Model to ScoresLive, any sums due and owing to Model shall be payable within thirty days after ScoresLive receives written notice of such termination.
- 6.5 MODEL AGREES AND UNDERSTANDS THAT THE SCORESLIVE WEB SITE IS PROVIDED BY SCORESLIVE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OR GUARANTEES OF PROFITABILITY OR CUSTOMER USAGE. NO ADVICE OR INFORMATION GIVEN BY SCORESLIVE, ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, CONTRACTORS, OR OTHER REPRESENTATIVES SHALL CREATE A WARRANTY OR GUARANTEE OF ANY KIND WHATSOEVER.

- 6.6 THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. MODEL SPECIFICALLY ACKNOWLEDGES THAT SCORESLIVE IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF SUBSCRIBERS OR OTHER CONTENT PROVIDERS AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH MODEL.
- 6.7 Model acknowledges that this Agreement and all agreements incorporated by reference herein may change from time to time, via print, electronic, e-mail, link to web page, click through agreement, or any other media or method ScoresLive chooses. Therefore, it is important for the Model to read all such notices as listed above when announced via the web site. For any and all notice requirements stated in this agreement, email notice is valid written notice. Notwithstanding anything to the contrary in this agreement, ScoresLive's act of posting these changes online or e-mailing them to Model and MODEL'S CONTINUED USE OF THE SCORESLIVE WEB SITE, AND/OR MODEL'S ACT OF CASHING OR DEPOSITING THE USER REVENUE CHECKS SENT BY SCORESLIVE, IS MODEL'S MEANS OF MANIFESTING ACCEPTANCE TO THE TERMS OF THIS AGREEMENT AND/OR ANY SUCH SCORESLIVE MODIFICATION TO THIS AGREEMENT.
- 6.8 Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation thereof, shall be settled by binding arbitration in the State of New York before one (1) arbitrator, in accordance with the commercial rules of the American Arbitration Association then existing, and judgment on all arbitration awards may be entered in any court having jurisdiction over the subject matter of the controversy. The arbitrator shall be selected by the American Arbitration Association and shall be a person experienced in negotiating, making and consummating agreements of the type of this Agreement. The Parties expressly agree that any and all disputes regarding the scope of jurisdiction of any arbitrator in any arbitration proceeding brought pursuant to this Agreement shall be resolved by the Parties through a declaratory relief action brought before a New York State Court or United States Federal Court sitting in the State of New York. The Parties hereby agree to stipulate to the jurisdiction of such courts for the purpose of resolving such scope of arbitration disputes.
- 6.9 Should any Party engage an attorney or institute any action or proceeding at law or in equity, or in connection with any arbitration, to enforce any provision of this Agreement or resolve any dispute regarding this Agreement, including, without limitation, any action for declaratory relief, or for damages

by reason of an alleged breach of any provision of this Agreement, or otherwise in connection with this Agreement or any provision thereof, the prevailing Party shall be entitled to recover from the losing Party, all attorneys' fees, costs and other expenses for services rendered to the prevailing Party pertaining to such action or proceeding.

- 6.10 Should any provision of this agreement be found by an arbitration panel or a court of law to be void, invalid or unenforceable under any applicable law or equity, such a finding shall not affect the remainder of this agreement, in part or in whole, that can still be given effect without the void, invalid or unenforceable provision; to that end, the provisions of this agreement are severable.
- 6.11 This agreement, including the RECORDS KEEPING COMPLIANCE FORM PURSUANT TO 18 U.S.C. § 2257 and those portions of the policies stated on the ScoresLive web site, are expressly incorporated by reference herein and constitute the entire agreement between Model and ScoresLive relating to the subject matter of the Agreement and shall supersede any prior agreements between Model and ScoresLive. In the event that any policy, terms of service or supplementary agreement contradict the terms stated in this Agreement, the terms of this Agreement shall prevail.
- 6.12 This agreement has been made in, and shall be construed and enforced in accordance with the laws of the State of New York.
- 6.13 This Agreement may be executed in counterparts, which together shall constitute one Agreement. Any signature delivered by a party via facsimile transmission shall be deemed to be an original signature hereto and binding upon receipt.
- 6.14 This Agreement consists of eight (8) pages. Model represents that she has fully read the terms contained in this Agreement.

7. Model Compensation

- 7.1 ScoresLive agrees to pay Model, during the term of this Agreement, as follows:
 - a) Model shall receive Forty Percent (40%) of the total amount that Scores Live charges to a customer for a private show time that features a performance by the Model. *(By way of illustration only, if a ScoresLive customer is currently charged \$4.99 per minute US\$ for viewing a private show of a live performance supplied by Model, then Model shall receive \$1.99 per minute US\$ of the actual viewing time charged to that customer by ScoresLive.)* This time shall be tracked in real time and will be reported in real time on a web page available to the Model and to ScoresLive.
 - b) Model will be paid on the Sixteenth (16th) and the first day of the month with respect to revenue earned by Model for live performances.
 - c) Any bonus pay for the 'Performers of the Month' will be distributed on the last day of the current month.
 - d) Any and all additional revenue generated by Model via a live performance (tips, bonus, commissions, etc) shall be distributed as in accordance with Section 7.1(a).

8. Model Identification

This eight page Agreement is hereby, agreed to By Model, and was fully read in its entirety and is also displayed:

(<http://www.scoreslive.com/paperwork/ModelAgreement.pdf>)

Model's Signature: _____

Model's Legal Name (Print): _____

Address: _____

City: _____

State/Zip: _____

Contact Phone: _____

E-mail: _____

Model's Stage Name:

Model's Date of Birth: ____/____/____

Model's Driver License, Passport, or Green Card Identification Number _____

Model's Social Security Number: _____ - _____ - _____

Date: ____/____/____
