

**IMAGINE DIGITAL PRODUCTIONS LTD**  
**and Digital Choice Media Ltd in conjunction**  
**with "StripPokerMensClub.com"**  
**VIDEO CONFERENCE MODEL AGREEMENT**

This Agreement is entered into by and between **DIGITAL CHOICE MEDIA**, incorporated in Belize, **IMAGINE DIGITAL PRODUCTIONS**, a UK limited liability company with its registered office located at 7 Petworth Road, Haslemere, Surrey, GU27 2JB, (in conjunction with its website, ("**StripPokerMensClub.com**"), and said adult entertainment performer (the "Model") as named and who resides at the address specified in Section 8.0 of this Agreement. **R E C I T A L S** **WHEREAS**, Imagine Digital Productions 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**, Imagine Digital Productions desire to allow Model to engage in lawful performance of the live entertainment that Model originates and produces for customers accessing the Internet site, StripPokerMensClub.com ("StripPokerMensClub"); and **WHEREAS** Model desires to utilize StripPokerMensClub, 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 StripPokerMensClub 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 StripPokerMensClub. Appropriate attire shall be worn at all times in such designated free areas consisting of four (4) items of clothing, top, skirt and undergarments such as lingerie at all times in the free areas.

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 consists of a valid government photo identification document such as a (passport, state driver license or military identification card). Model must provide StripPokerMensClub with a color, digitally scanned copy of such documentation and email such depiction to StripPokerMensClub 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 StripPokerMensClub until the age verification identification has been submitted and accepted by StripPokerMensClub.

1.4 Model shall fully complete the RECORDS KEEPING COMPLIANCE FORM PURSUANT TO 18 U.S.C. 2257 and return it to StripPokerMensClub. **A Model will not be issued an account at StripPokerMensClub until the statement has been submitted and accepted by StripPokerMensClub.**

1.5 Model agrees that she will not violate any law concerning obscenity. A Model may not portray depiction's of sex involving any person under the age of eighteen (18) years of age, rape, incest, bondage, torture, bestiality, fisting, any form of child pornography, urination, and or defecation

1.6 Model agrees that she will not solicit sexual services while using the StripPokerMensClub web site for any sexual favours either monetary or gratuitously and such behaviour is grounds for immediate termination of this contract.

1.7 Model represents to StripPokerMensClub 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. Equipment would include a home computer (PC), a video camera or webcam that connects to the home computer and an Internet connection be it cable or DSL or ADSL 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 StripPokerMensClub's right to access, monitor and/or record the video chat sessions and/or the Content to ensure compliance with StripPokerMensClub's policies as set forth on the StripPokerMensClub 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. StripPokerMensClub hereby agrees, represents and warrants:**

2.1 During the term of this Agreement and on the terms and conditions set forth herein, StripPokerMensClub agrees to provide Model with access to broadcast on the StripPokerMensClub ([www.StripPokerMensClub.com](http://www.StripPokerMensClub.com)) Web site, for the purpose of providing the Performance for StripPokerMensClub'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 StripPokerMensClub 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 StripPokerMensClub. With the rights granted herein, StripPokerMensClub 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 StripPokerMensClub 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 StripPokerMensClub on Model's personal web site or web space as provided to Model via StripPokerMensClub, StripPokerMensClub hereby grants Model a non-exclusive, non-transferable, royaltyfree, worldwide sublicense to use the designated StripPokerMensClub 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 StripPokerMensClub.

3.4 Nothing contained in this Agreement shall be construed as a grant or assignment of any rights in any intellectual property owned by StripPokerMensClub, 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 StripPokerMensClub.

3.5 Model agrees not to use the Content for any unlawful purposes.

3.6 Model may not use StripPokerMensClub to promote or solicit any URL or internet service other than that of StripPokerMensClub.

3.7 Model may not use StripPokerMensClub 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 Digital Choice Media Ltd, Imagine Digital Productions Ltd, its officers, directors, employees, and consultants against any and all expenses and losses (including reasonable attorneys fees and costs) directly or indirectly incurred by Imagine Digital Productions Ltd 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 STRIPPOKERMENSCLUB, DIGITAL CHOICE MEDIA LIMITED NOR IMAGINE DIGITAL PRODUCTIONS LTD 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 StripPokerMensClub, Digital Choice Media Ltd or Imagine Digital Productions Ltd is held liable to model, or any other person in any way, StripPokerMensClub, Digital Choice Media Ltd and Imagine Digital Productions Ltd's aggregate liability under this agreement shall not exceed the aggregate amounts actually paid to StripPokerMensClub by StripPokerMensClub'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 StripPokerMensClub.

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 StripPokerMensClub 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 StripPokerMensClub. StripPokerMensClub 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 signup, prior to producing Content on StripPokerMensClub, 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 StripPokerMensClub with appropriate age documentation for each person when requested by StripPokerMensClub.

## **6. General Terms**

6.1 Model agrees that she is solely responsible for the overall Content. Model acknowledges and agrees that StripPokerMensClub may, in its sole discretion, delete and/or modify any aspect of the Content, including without limitation, content, messages, photos or profiles, that, in StripPokerMensClub'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 StripPokerMensClub 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 StripPokerMensClub, 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 StripPokerMensClub, any sums due and owing to Model shall be payable within thirty days after StripPokerMensClub receives written notice of such termination.

6.5 Model agrees and understands that the StripPokerMensClub web site is provided by StripPokerMensClub 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, noninfringement 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 StripPokerMensClub, 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 StripPokerMensClub 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 StripPokerMensClub 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, StripPokerMensClub's act of posting these changes online or e-mailing them to Model and Model's continued use of the StripPokerMensClub web site, and/or Model's act of cashing or depositing the user revenue checks sent by StripPokerMensClub, is Model's means of manifesting acceptance to the terms of this agreement and/or any such StripPokerMensClub 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 City of London, United Kingdom before one (1) arbitrator, and judgement 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 Imagine Digital Productions Ltd 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 the city of London, United Kingdom. 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 StripPokerMensClub web site, are expressly incorporated by reference herein and constitute the entire agreement between Model and StripPokerMensClub relating to the subject matter of the Agreement and shall supersede any prior agreements between Model and StripPokerMensClub. 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 United Kingdom.

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 six (7) pages. Model represents that she has fully read the terms contained in this Agreement.

## 7. Model Compensation

7.1 StripPokerMensClub agrees to pay Model, during the term of this Agreement, as follows:

a) Model will receive Forty percent (40%) of the total amount that Strip Poker Mens Club charges to a customer for a private show time that features a performance by the Model. (By way of illustration only, if a StripPokerMensClub customer is currently charged \$3.00 per minute US\$ for viewing a private show of a live performance supplied by Model, then Model will receive \$1.20 per minute US\$ of the actual viewing time charged to that customer by StripPokerMensClub.) 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 StripPokerMensClub.

b) For a period for no more than 90 days from commencement all Models will be guaranteed a minimum hourly rate of USD\$15 per hour. If their calculated commission rate of 40% in any pay period is higher than the guaranteed minimum hourly rate, then the model will be paid the commission rate, (which ever is higher). To be eligible for the minimum hourly rate the model must be prepared to work as scheduled or by prior agreement and is not permitted to be logged into any of webcam service at the same time, if the model is found to be logged into another webcam service during the agreed scheduled hours the commission rate will apply.

c) Model will be paid on the Sixteenth (16th) and the first (1<sup>st</sup>) day of the month with respect to revenue earned by Model for live performances.

d) StripPokerMensClub may issue bonuses from time to time dependant on Model performance, any bonuses will be paid on the 1<sup>st</sup> of the month.

e) 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 six page Agreement is hereby, agreed to By Model, and was fully read in its entirety.**

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 Identification Number \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_