

Performer/Studio Agreement

This electronic document is a legally binding and enforceable contract and agreement (referred to herein as this "Agreement") between you (referred to herein as "Performer/Studio" or "you") and Sorminos Holding LTD. (referred to herein as "LatestCams"). By providing your electronic signature below and all the required information and documents, you are agreeing to be bound by and acknowledging your complete acceptance of all the terms and conditions of this Agreement.

A. Web Interface

Subject to the terms and conditions of this Agreement, LatestCams agrees to provide Performer/Studio access to and use of a proprietary web interface to be utilized on the LatestCams computer systems ("systems").

Performer/Studio understands and agrees this web interface is and will remain the exclusive property of LatestCams, and that under no circumstances will Performer/Studio distribute, copy, duplicate or reverse engineer the LatestCams web interface in any way, shape, form or methodology.

1. REVENUE. Subject to the terms and conditions of this Agreement, Performer/Studio may use this web interface to generate revenue for live performances, and Performer/Studio agrees to provide content to LatestCams, as provided below. Performer/Studio will have the r

right to set up pricing at your discretion, provided that Performer/Studio complies with the minimum price as determined by LatestCams. LatestCams agrees to pay Performer/Studio monies in the amount of the Performer/Studio percentage as specified by LatestCams of all live chat sales generated by Performer/Studio via check, wire (US only), or payment to Payoneer based on the information and documents provided to LatestCams by Performer/Studio. With respect to any payment made to Performer/Studio via payment to Payoneer, once LatestCams has forwarded payment to Payoneer, then LatestCams will be deemed to have satisfied all its obligations to make such payment to Performer/Studio.

B. Your Separate Business

At all times while using the LatestCams web interface, Performer/Studio shall have your own business license, pay your own taxes, and take all other actions necessary and required to operate as your own separate and distinct business. Performer/Studio represents and warrants that Performer/Studio will obtain and keep current all business licenses as required by federal, state and local laws relating to you generating revenue under the terms of this Agreement. Performer/Studio is responsible for obtaining any and all registrations, certificates, and licenses and for satisfying all obligations related to Performer/Studio's payment of taxes under the applicable laws of any country, state or local government. Performer/Studio is also responsible for maintainin

g appropriate workers compensation coverage or insurance for you and any of your employees.

Performer/Studio shall not be deemed or treated as an employee of LatestCams for any purpose. Nothing contained in this Agreement shall be deemed or construed by the parties to create the relationship of employer and employee, principal and agent, co-venturers, partners, or any other type of business association, other than as parties to this Agreement.

LatestCams will not pay or make any payments on behalf of or for the benefit of Performer/Studio related to Social Security, Medicare, FICA, VAT taxes, federal or country taxes, state taxes, local taxes, workers compensation, unemployment premiums or insurance, or any other payments.

Performer/Studio shall have no claim against LatestCams for any wages, vacation pay, sick leave, Social Security, workers compensation, unemployment benefits, or any other benefits of any kind. Additionally, Performer/Studio will not be eligible for any retirement benefits, 401(k) benefits, profit sharing benefits, bonuses, or any other types of benefits to be paid or owed by LatestCams.

C. No Right To Control

As long as Performer/Studio satisfies the conditions stated herein for the use of the LatestCams web interface, Performer/Studio shall be free to exercise Performer/Studio's own judgment, discretion and creativity as to the means, manner and details of giving performance

s while using the LatestCams web interface. The parties agree LatestCams does not have any control over or the right to control the means, manner or details Performer/Studio may use in giving performances while using the LatestCams web interface to generate revenues under the terms of this Agreement.

D. Age Verification

Performer/Studio represents and warrants that Performer/Studio has reached the age of 18 (19 in Canada), and that the identification ("I.D.") provided to LatestCams is valid and accurately reflects and represents the fact that Performer/Studio has reached the age of 18 (19 in Canada).

E. Term

This Agreement shall commence upon Performer/Studio's proper submission of this signed Agreement and all required information and documentation and LatestCams's review and approval of Performer/Studio's submission. This Agreement shall remain enforceable until terminated by one of the parties. Performer/Studio will have the right to terminate this Agreement by providing written notice to LatestCams. LatestCams may terminate this Agreement and may cancel Performer/Studio's account at its complete sole discretion for any reason whatsoever, including but not limited to: (1) Performer/Studio's breach of or non-compliance with any term or condition of this Agreement; (2) Performer/Studio's acts or omissions constituting dishonesty, fraud, misrepresentation, theft or brea

ch of confidentiality;

(3) Performer/Studio's acts or omissions that impair LatestCams's or any of LatestCams's related entities' business, goodwill, or reputation; or (4)

Performer/Studio's conviction of, or plea of no contest to, a crime constituting a felony or gross misdemeanor under local, state or federal law or involving fraud, dishonesty, or moral turpitude which adversely affects LatestCams or any of its related entities.

In the case of termination of this Agreement, the parties agree to remit any monies owed to the other within a reasonable period of time, and Performer/Studio agrees to cease engaging in access to or any activity in any way involving the LatestCams web interface or any LatestCams website.

PERFORMER/STUDIO UNDERSTANDS AND AGREES THAT LatestCams MAY SET OFF AGAINST ANY MONIES OWED TO PERFORMER/STUDIO ANY LIABILITY, DAMAGES, COSTS OR EXPENSES INCURRED BY LatestCams ARISING FROM OR RELATING TO PERFORMER'S BREACH OR FAILURE TO PERFORM ANY TERM OR CONDITION OF THIS AGREEMENT.

F. Conditions For Use Of Web Interface

In order to use the LatestCams web interface under the terms of this Agreement, Performer/Studio must satisfy the following conditions. Failure to satisfy any of these conditions may result in LatestCams's termination of this Agreement and suspension or permanent closure of your account with LatestCams.

1. PERFORMER/STUDIO ACCOUNTS. Your account with LatestCams may only include performers who have properly registered and who are approved by LatestCams to appear on your account. Accounts with performers who have not properly registered with LatestCams or have not submitted all required and proper documentation will be closed permanently. If you are no longer using your account, your account must be closed. Inactive accounts will be closed after a specific amount of time and cannot be recovered.

2. AGE DOCUMENTS MUST BE SUBMITTED FOR ALL PERFORMER/STUDIOS. By appearing live you are verifying that you have reached the age 18 (19 in Canada) and have submitted all proper documentation and age verification forms to perform on the website. Only individuals who have submitted proper documentation and have been approved to perform may appear on cam.

3. NO BELOW THE WAIST NUDDITY IN FREE CHAT. In order to prevent minors' exposure to below the waist nudity and adult material, no below the waist nudity is allowed in "free chat." Below the waist nudity is only allowed in age-verified areas, which are also known as "private" or "paid chat." Below the waist nudity in free areas will result in temporary suspension or permanent closing of your account.

4. NO VIOLATION OF LAWS RE OBSCENITY OR MINORS. Performer/Studio shall not violate any local community standard of "obscenity" during any performance related to this Agreement, including but not limited to Performer/Studio shall not depict or describe any act of a sexual na

ture involving bestiality, necrophilia, coprophilia, urine, feces, vomit, blood, or others. Additionally, during any performance related to this Agreement, Performer/Studio shall not depict or describe any minor activity or act of a sexual nature involving persons under the age of 18 years (including but not limited to sex of any kind, simulated sex, sexual conduct, masturbation, bondage, domination, sadomasochism, or others).

5. NO PROMOTION OF OTHER SITES. Promotion of any non-LatestCams related website directly to LatestCams members and affiliate site members is strictly prohibited. This includes but is not limited to by chat, by text, or by any other means. Violation of this condition will result in termination of this Agreement and the permanent termination of your account. Additionally, LatestCams reserves the right to withhold payments to you if this condition is violated.

6. NO SOLICITATION OF PERSONAL CONTACT WITH CUSTOMERS. Any solicitation for escort, prostitution or personal contact with customers is prohibited. This includes but is not limited to by exchanging e-mails, addresses, online chat IDs (yahoo, msn, ICQ, etc.), social media sites (Facebook, Twitter, Instagram, etc.), or other contact information. Violation of this condition will result in termination of this Agreement and the permanent termination of your account. Additionally, LatestCams reserves the right to withhold payments to you if this condition is violated.

7. NOT UNDER INFLUENCE OF ALCOHOL OR ILLEGAL DRUGS.

While giving any performance or taking any other action related to this Agreement, Performer/Studio shall not be under the influence of alcohol or any illegal drug or controlled substance.

8. NO ANIMALS OR FIREARMS ON CAM. While giving any performance, Performer/Studio is prohibited from having any animal appear on cam and from having any firearm or gun of any type appear on cam.

9. NO FRAUDULENT ACTIVITY. While giving any performance or taking any other action related to this Agreement, Performer/Studio shall not engage in any type of fraudulent activity. Fraudulent activity is defined as any activity on the site that results in complaints or chargebacks, or is deemed inappropriate by LatestCams's representatives. LatestCams reserves the right to terminate any account at any time for any reason if fraud is suspected and to not make any related payments.

10. IMAGE APPROVAL. Images submitted to LatestCams for Performer/Studio's bio must be approved by LatestCams. Images graphic in nature or containing "below the waist nudity" will not be approved. LatestCams reserves the right to approve or reject any image submitted.

G. Other Websites

Performer/Studio has the right to work with other websites during the term of this Agreement and is not obligated to devote full-time efforts in generating revenues using the LatestCams web interface. However, while in any way using the LatestCams web interface, Performer/Studio is prohibited

from engaging in any promotion of any non-LatestCams website.

Performer/Studio is allowed to own and operate a personal website;

provided, that Performer/Studio shall not solicit LatestCams customers or other LatestCams Performer/Studios through use of the personal website.

Performer/ Studio shall not release or give to any person or entity any email address or web page address of any LatestCams customer or LatestCams Performer/Studio without the prior written approval of LatestCams in each instance.

H. Content

Performer/Studio will upload and transmit content in the form of images, video, sounds, and/or text (referred to herein as "content") to and through LatestCams's systems for re-broadcast. All content uploaded to the systems by Performer/Studio shall be works made for hire under the United States Copyright Act, as amended, to the extent eligible; otherwise, Performer/Studio hereby assigns all rights, title and interests in such content to LatestCams. LatestCams shall then own all such content, and LatestCams will have the sole discretion to use any such content in any way it so chooses, including but not limited to in any medium and in any promotion, distribution, advertising, sales and marketing efforts, both during and after the term of this Agreement.

Performer/Studio covenants and agrees that Performer/Studio shall not directly or indirectly bring any action or claim ag

against LatestCams, its related entities, successors and assigns for trademark, service mark or trade dress infringement. Performer/Studio grants to LatestCams, its related entities, successors and assigns the perpetual, irrevocable, fully paid, royalty-free, universal and unconditional right to use, portray, publish, copy, distribute, and display Performer/Studio's identity, name, fictional names (if any), voice, signature, photograph, words, images, personality or other likeness, in whole or in part, for advertising, distribution, marketing, promotion, publicity, and sales purposes. Performer/Studio warrants that any content that Performer/Studio delivers via LatestCams's systems will not cause any damage to LatestCams's systems and will not violate any applicable laws, rules, regulations or public policies that may govern the content so delivered.

I. Confidentiality And Non-Disclosure

Performer/Studio agrees that the terms of this Agreement and any information related to the LatestCams web interface, systems, or business (including but not limited to software, business and marketing plans of LatestCams) is confidential and proprietary in nature. Performer/Studio shall not directly or indirectly disclose or grant access to such terms or information to any third parties without the prior written permission of LatestCams in each instance.

J. Disclaimer - Limitation of liability " Remedies

LatestCams PROVIDES ITS WEB INTERFACE, ANY TECHNOLOGY, WEBSITE AND SYSTEMS, AND ANY INSTRUCTIONS OR ACCESS TO THE SAME, ON AN "AS-IS" BASIS, WITH NO GUARANTEE OF COMPLETENESS, ACCURACY, TIMELINESS, OR OF THE RESULTS OBTAINED FROM ITS OR THEIR USE. LatestCams ALSO DISCLAIMS AND MAKES NO WARRANTY OR INDEMNITY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER. UNDER NO CIRCUMSTANCES WILL LatestCams BE LIABLE TO PERFORMER/STUDIO OR ANY THIRD PARTY FOR ANY UNFORESEEABLE OR UNINTENTIONAL TORTS OR BREACHES OF THIS AGREEMENT ARISING OUT OF ITS PERFORMANCE OF THIS AGREEMENT. ADDITIONALLY, UNDER NO CIRCUMSTANCES WILL LatestCams BE LIABLE TO PERFORMER/STUDIO OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, LOST PROFITS, OR OTHER DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PARTIES AGREE THAT LatestCams'S AGGREGATE LIABILITY TO PERFORMER/STUDIO IN ANY WAY RELATED TO THIS AGREEMENT OR THE SUBJECT MATTERS INVOLVED IN THIS AGREEMENT (REGARDLESS OF WHETHER SUCH LIABILITY MAY ARISE OR BE BASED ON A CONTRACT THEORY OR CAUSE OF ACTION, A TORT THEORY OR CAUSE OF ACTION, OR ANY OTHER TYPE OF THEORY OR CAUSE OF ACTION) SHALL NOT EXCEED ANY MONIES PAID BY LatestCams TO PERFORMER/STUDIO UNDER THE TERMS OF THIS AGREEMENT.

To the maximum extent permitted by law, Performer/Studio hereby releases LatestCams and its related entities, successors, and assigns from any liability whatsoever, and hereby waives any and all claims or causes of action of any type against LatestCams or any of its related entities, successors, or assigns for any liability, claim, cost, injury, loss, or damage of any kind arising out of or in connection with the subject matter of this Agreement or Performer/Studio's relationship with LatestCams. These include but are not limited to any claim, cost, injury, loss, or damage related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether under a theory of contact, warranty, tort (including negligence, whether active, passive, or imputed), strict liability, product liability, contribution or any other theory.

LatestCams reserves the right to seek all remedies available at law and in equity for any damage to LatestCams or its related entities, successors and assigns or to LatestCams's systems caused by any action or breach of this Agreement by Performer/Studio, including but not limited to misrepresentations by Performer/Studio regarding age, eligibility or availability. Also, LatestCams reserves the right to block Performer/Studio's access to any LatestCams website, including but not limited to from a particular internet address to any LatestCams website.

K. Indemnification

Performer/Studio agrees to hold harmless, indemnify and defend LatestCams and its related entities, successors, and assigns from and against any claims or causes of action of any kind whatsoever brought by any other entity directly or indirectly in any lawsuit or other legal or administrative proceeding or action (including any civil, criminal, or other proceeding or action) that may in any way arise out of or be related to Performer/Studio's breach or violation of any term or condition of this Agreement, to Performer/Studio's performance of this Agreement, or to Performer/Studio's other actions in any way relating to any subject matter of this Agreement.

L. Amendments/Modifications Of Agreement

The terms and conditions of this Agreement may be amended or modified by LatestCams at the sole discretion of LatestCams without notice to Performer/Studio. Any such amendment or modification will occur by LatestCams placing the amended or modified version of this Agreement on this website.

M. General Terms

1. ENTIRE UNDERSTANDING. The language of this Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties.
2. NOT CONSTRUED AGAINST DRAFTER. This Agreement sh

all be construed without any presumption or rule requiring that it be construed against the party which drafted this Agreement.

3. SUCCESSORS/ASSIGNABILITY. This Agreement shall be binding and inure to the benefit of the parties, and their respective successors, heirs and permitted assigns. The rights and obligations of LatestCams set forth in this Agreement are fully assignable and transferable by LatestCams to any corporation, partnership, limited liability company, or other entity, including but not limited to any third-party purchaser or successor in interest to the assets of LatestCams. Performer/Studio may not, under any circumstances, transfer or assign any of Performer/Studio's rights and obligations under this Agreement.

4. SEVERABILITY " WAIVER. Each provision of this Agreement is intended by the parties to be enforced to the fullest extent allowed by law. In the event any provision of this Agreement shall be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law, keeping in mind the intents and purposes of this Agreement, and the remaining provisions shall remain in effect and be binding upon the parties, keeping in mind the intents and purposes of this Agreement.

5. WAIVER. LatestCams may, at its sole and absolute discretion, waive any breach or failure to perform a term or condition of this Agreement by Performer/Studio in any instance and for any period of time LatestCams

determines appropriate. Such a waiver by LatestCams does not expressly or impliedly mean that any such future breach or failure by Performer/Studio is or may be waived by LatestCams. Additionally, if LatestCams waives any such breach or failure by one Performer/Studio, then that does not mean LatestCams has any duty to or will waive any similar such breach or failure by another Performer/Studio.

6. LatestCams'S RELATED ENTITIES. Any reference in this Agreement to LatestCams's "related entities" shall include reference to LatestCams's subsidiary companies, parent company, related companies, officers, directors, employees, agents, affiliates, other representatives, and other associated entities.

7. DISPUTES. This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Washington, without giving effect to principles and provisions thereof relating to conflict or choice of laws. Venue for any action under this Agreement shall be exclusively in the Washington State Superior Court for King County or the United States District Court for the Western District of Washington at Seattle, Washington. The parties consent to the jurisdictions of such courts and agree not to commence suit in any other jurisdiction or venue. The parties hereby consent to personal jurisdiction over them by such courts, and the parties waive all objections and challenges to such venue and personal jurisdiction.

8. ATTORNEY FEES. If any lawsuit or other legal pro

ceeding is commenced to enforce or interpret the provisions of this Agreement, the substantially prevailing party, as designated by the court or other competent authority in such proceeding, shall be entitled to recover (in addition to other damages and relief) its reasonable attorneys fees and costs.

9. INFORMED CONSENT. Performer/Studio acknowledges and agrees that Performer/Studio has read, understands, and approves of each term and condition of this Agreement, and that Performer/Studio has had an opportunity to consult with legal counsel and with such other experts or advisors as necessary in connection with this Agreement. Based on this, Performer/Studio voluntarily enters into this Agreement for valid consideration and without any improper inducement, while knowing that this Agreement is binding upon Performer/Studio's proper submission of this signed Agreement and all required information and documentation and LatestCams's review and approval of Performer/Studio's submission, without any counter-signature by LatestCams of this Agreement.

By providing your electronic signature below and all the required information and documents, Performer/Studio hereby confirms that Performer/Studio agrees to each and every term and condition of this Agreement, that Performer/Studio has carefully read and understands each

and every term and condition of this Agreement, and
that Performer/Studio
knowingly and voluntarily chooses to enter into thi
s Agreement.