

This Model Agreement is between Night Nerds Limited address: Unit 29 Highcroft Industrial Estate Enterprise Road Waterlooville, England, PO8 0BT, Company number 12166161, a United Kingdom limited liability corporation doing business as FlashModelPay.com (“Company”), and you, the model signing up (the “Model”). Company operates several virtual studios (the “platform”) for various camsites and platforms (“covered partner camsites”) and offers various financial services in connection with the platform (the “services”) through its website located at <http://FlashModelPay.com> (the “site”; together with platform and services, the “Company offerings”).

The Model wants to participate in the Company offerings. The parties therefore agree as follows:

1. Enrollment.

1.1 Requirements.

(a) By submitting an application to become a model (the “application”), the Model states that the following facts are accurate:

(i) the Model has read this agreement;

(ii) the Model understands the terms of this agreement;

(iii) the Model agrees to be bound by this agreement;

(iv) the Model is either a valid legal entity or an individual who is 18-years old or the age of majority, whichever is greater; and

(v) the Model can enter into legally binding contracts (collectively, the “requirements”).

(b) If the Model does not meet all of the requirements set out in section 1.1(a), the Model does not have permission to access or use the Company offerings.

(c) Company may require the Model to provide photographic identification for age and identity verification purposes pursuant to 18 U.S.C 2257, which may include a driver’s license, passport, or similar government issued identification. Company may also employ other procedures or request other documents for age verification purposes.

(d) The Model acknowledges that Company is not responsible or liable in any way for the Model’s inability to use the Company offerings.

(e) The Model states that all information and documents provided to Company are accurate and will notify Company if any information or documents change.

1.2 Application

(a) To begin the enrollment process, the Model must submit an accurate application.

(b) The registration data that the Model must supply on the application may include some or all of the following, depending on the method used by the Model to register:

(i) legal name;

(ii) email address;

(iii) mailing address;

(iv) username and password;

(v) date of birth;

(vi) account information at any of the covered partner camsites or platforms as well as any other information requested by Company to verify your identity and your account (collectively, the “registration data”).

(c) The Model will provide accurate registration data. If any of the information the Model supplied as part of the application changes at any time, the Model will promptly notify Company of the changes by updating the Model’s account details via email to the Company.

(d) Company will only use the Model’s personal information in a manner consistent with the Privacy Policy. For additional information regarding Company’s collection and use of information, please refer to the Privacy Policy, which is integrated into and made a part of this agreement.

(vii) bank account information; and

(viii) tax identification information.

1.3 Evaluation of Application

(a) Company will evaluate the Model’s application and notify the Model of acceptance or rejection of the application by email to the email address that the Model supplied as part of the application.

(b) Company may reject the Model’s application or terminate the Model’s access to the Company offerings at any time and for any reason, including if Company determines that:

(i) The Model is in breach of this agreement;

(ii) The content made available by the Model through the Model’s account (the “Model Account”) or any of the products or services offered by the Model (the “model products”) through any of the covered partner camsites or platforms Model is registered at are unsuitable for any reason, including where the content or the model products consist of material that could be considered unlawful, harmful, threatening, defamatory, obscene, harassing, or otherwise objectionable at the sole discretion of the Company; or

(iii) The Model is conducting commercial activities that do not comply with governing law.

2. Site Members

2.1

Company hereby grants the Model a nonexclusive, nontransferable, revocable, limited license to use the platform in accordance with this agreement.

2.2

The Model will comply with all requests from Company with respect to privacy practices, including the collection, storage, and use of personally identifiable information from end users and other matters relating to governing privacy laws.

2.3

The Model acknowledges that access to, and the functionality of, FlashModelPay.com and associated Company offerings may be interrupted and limited and may not be error free. Company is not making any warranties about the availability and functionality of FlashModelPay.com or associated Company offerings.

3. Content/Model Offerings

3.1

The Model acknowledges that the Model is solely responsible for the content, SMS/MMS text messages, feedback, and other information, products, or services that the Model offers, publishes, transmits, links to or from, or posts on covered partner camsites (collectively, the “model offerings”). The Model states that the Model owns or has a license to publish, publicly display, publicly perform, and permit the use of the model offerings by Company as contemplated by this agreement.

3.2

In connection with the model offerings that Model makes available through covered partner camsites, the Model will not:

- (a) display any model offerings that could be considered harmful, threatening, defamatory, obscene, harassing, or otherwise objectionable;
- (b) display any model offerings that violate foreign, federal, state, or local laws, including 18 U.S.C. §§ 2257–2257A;
- (c) display any model offerings that infringe on the service mark, trademark, trade name, copyright, license, or other intellectual property or proprietary rights of any nonparty;
- (d) display any telephone numbers, street addresses, last names, URLs, email addresses, or any confidential information of any nonparty;
- (e) display any images containing confidential information without advance authorization;
- (f) display any model offerings that include, or that are made to resemble, sexual activity involving minors, bestiality, urine/scatological/excrement-related content, violence, rape, sexual assault, and any illegal behavior or behavior that may be considered obscene in the Model’s community, as defined under governing law;
- (g) express or imply that Company endorses any statements that the Model makes without Company’s express advance written consent;
- (h) post, offer for download, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

(i) post, offer for download, transmit, promote, or otherwise make available any software, product, or service that is illegal or that violates the rights of a nonparty, including spyware, adware, programs designed to send unsolicited advertisements, services that send unsolicited advertisements, programs designed to initiate “denial of service” attacks, mail bomb programs, and programs designed to gain unauthorized access to networks on the Internet;

(j) display any model offerings that could be considered damaging to or exploitative of children in any way; or

(k) post, offer for download, transmit, promote, or otherwise make available any content or messages that promote illegal sexual activity such as prostitution.

Engaging in any of the above prohibited practices will be considered a breach of this agreement and may result in the immediate termination of the Model’s account and access to the Company offerings without notice, in the sole discretion of Company. Company may pursue any legal remedies against the Model if the Model engages in the above prohibited conduct. Company may also report any model offerings that could be considered exploitative of children in any way to the National Center for Missing and Exploited Children’s CyberTipline and any other applicable legal and regulatory bodies.

3.3

Company is not required to monitor or otherwise police the Model Offerings made available through the covered partner camsites. The Model acknowledges that Company will have no obligations and incur no liabilities to the Model for any Model Offerings. The Model further acknowledges that Company will not be liable to the Model, any site members, or any nonparty for any claim in connection with the model offerings.

3.4

Any charge-backs or refunds provided to the clients of the Model by covered partner camsites will be deducted by the Model’s payment by Company.

4. Model Products

4.1

The Model acknowledges that the Model is solely responsible for the model products that the Model makes available on covered partner camsites. The Model states that the following facts are accurate:

(a) the model products will comply with all foreign, federal, state, or local laws, including section 2257;

(b) at all times, the model products will not violate any rights of any nonparty, including infringement or misappropriation of any copyright, patent, trademark, trade secret, or other proprietary, property, or other intellectual property right;

(c) the Model has a reasonable basis for any claims made in connection with the model products and possesses appropriate documents to substantiate the claims;

(d) the Model will fulfill all commitments made in connection with the model products, including customer service and fulfillment;

(e) the Model is not, nor is the Model acting for any person or entity that is, prohibited from engaging in transactions with U.S. citizens, nationals, or entities under U.S. law, including regulations issued by the U.S. Office of Foreign Assets Control (“OFAC”); and

(g) the Model is not, nor is the Model acting for any person or entity that is, a Specially Designated National (“SDN”), as OFAC may designate on one or more occasions.

4.2

Company may reject any Model or terminate any Model account at any time, with no advance notice and for any reason, in Company’s sole discretion. The reasons for rejection may include where Company believes that the model products are in any way in breach of this agreement, including the requirements set out in section 4.1.

4.3

Customers that purchase the model products (the “model customers”) may be required to submit payment through the platform billing interface, as determined by Company in its sole discretion. Company is not required to review, endorse, police, or enforce the Model - customer relationship. Company is not required to resolve any dispute between the Model and any model customers.

5. No Endorsement

5.1

Company operates the platform as a neutral host, and Company does not regularly monitor, regulate, or police the use of the covered partner camsites or platforms by any of its participants. The participation in the platform by a visitor, site members, model, model customer, or other third party (collectively, the “participants”) does not constitute an endorsement by Company of that participant. Company is not responsible for the acts, omissions, agreements, promises, content, model products, or other products, services, comments, opinions, advice, statements, offers, or information of any participant.

5.2

Participants are independent parties and Company does not, and will not, have any responsibility for the acts, omissions, agreements, promises, comments, opinions, advice, statements, or offers of any participants.

6. Proprietary Rights

6.1

The Model hereby grants Company a worldwide, transferable license (the “model license”) to:

(a) display on, and distribute through, the platform, and any related marketing material produced and distributed by Company, the model offerings, the model products, and any other information posted on or otherwise made available on or through FlashModelPay.com by the Model; and

(b) any associated trademarks, service marks, trade names, or copyrighted material (the “intellectual property content”) that the Model provides to Company to promote FlashModelPay.com and model offerings or as otherwise determined by Company, subject to this agreement.

The model license will continue for the duration of this agreement and any post-termination grace period of sixty (60) days.

6.2

During this agreement, Company hereby grants the Model a limited, revocable, nontransferable license to use the platform, services, and <http://www.FlashModelPay.com> as authorized by this agreement or the Company terms of service (the "Company license").

6.3

The content, organization, graphics, design, compilation, magnetic translation, digital conversion, software, and other matters related to the platform, services, or <http://www.FlashModelPay.com> are protected under copyright, trademark, and other intellectual property laws. The use, copying, redistribution, or publication by the Model of any part of the platform, services, or <http://www.FlashModelPay.com>, except as authorized under this agreement or the Company terms of service, is prohibited. The Model acknowledges that the Model's use of the platform, services, or <http://www.FlashModelPay.com>, as well as any Company logos and trademarks, subject to the Company license granted here.

6.4

The Model does not acquire any ownership rights in the platform, services, of <http://www.FlashModelPay.com>. The availability of the platform, services, or <http://www.FlashModelPay.com>, as well as the Company license, does not constitute a waiver of any rights related to it.

7. Term and Termination

7.1

Company may terminate this agreement at any time, with or without cause. The Model may terminate this agreement on 30 days' advance written notice to Company, If the Model notifies Company that the Model wishes to terminate this agreement in accordance with this section 7.1, this agreement will terminate at midnight at the end of the 30th day after the day Company receives that notice.

7.2

If the Model's participation on any of the covered partner camsites or platforms terminates or is suspended for any reason, Company may, without notice, terminate or suspend Model's account, in Company's discretion, at any time afterwards.

7.4

On any termination or suspension of this agreement or the Model's participation in the platform:

(a) the Company license and any other licenses and rights granted to the Model in connection with this agreement will immediately terminate; and

(b) the Model will promptly return or destroy any Company confidential or proprietary information that the Model possesses or controls. If requested, the Model will certify in a writing signed by the Model or

an authorized officer of the Model that the Model has returned or destroyed all confidential or proprietary information.

8. Services

8.1

In connection with the services, Company may provide the Model with access to support services and to tracking and reporting tools. The tracking and reporting tools may include the tracking of commissions, payable or paid to the Model Account. Company may also provide Model with written detailed reports of such commissions when applicable.

9. Commissions

9.1

Company will pay the Model a percent of the fees that are actually collected by Company (the "site revenue"). The Model acknowledges that Company is not required to pay the Model the site revenue where the associated fees were not collected by Company from the covered partner camsites or platforms. The Model understands and agrees that Model's earnings shall be paid to Company and a percentage of site revenue due to the Model will be deducted by the Company as stated below;

AdultWork - 6%
Stripchat - 10%
Chaturbate - 10%
My.Club - 10%
Iwantclips - 10%
ManyVids - 10%
Clips4Sale - 10%
SkyPrivate - 6%
Cam4 - 10%

Model understands and agrees that that these percentages are fair, normal and customary for a cam studio to charge its Models.

9.2

The Model may promote the Company ("referral promotion") from each individual that the Model refers to Company where that individual also becomes a model in the platform ("referral"). The Company shall pay to Model a flat fee of twenty (\$20.00) dollars USD for each referral. To qualify for referral promotion, the individual referred by the Model must:

- (a) not have previously registered with Company for any Company offerings or other Company products or services; and
- (b) identify the Model as the person that referred him, her, or it to Company.

Any model found tampering with or engaging in fraud in connection with this referral program will: (1) be disqualified from receiving any associated referral promotion; (2) have his, her, or its model account terminated; and (3) be subject to all remedies available to Company resulting from the fraud. Company may terminate or modify the referral program at any time in its sole discretion.

9.4

If the Model operates through a studio or a third-party model agency and that studio or third-party model agency was responsible for referring the Model to Company, Company will pay any commissions owed to the Model directly to that studio or third-party model agency in accordance with this agreement. The Model acknowledges that any commissions related disputes will be resolved with the studio or third-party model agency and not Company.

9.5

Company may cancel the account of the Model at any time when Company believes, in Company's sole discretion, that the Model is in breach of this agreement.

10. Payments

10.1

Company will pay commissions to the Model approximately within 1 hour of registration. Company will not be responsible to the Model for the failure by the covered partner camsites and platforms to pay the requisite funds to the Company. Company shall pay the applicable commissions earned and owed to the Model. But the Model may pursue any legal remedies directly against the applicable model customer where that model customer has not made funds available to covered partner camsites or platforms for the applicable commissions. Payments to Model shall only occur once the Model has earned a minimum of \$50.00. Any payments of commissions to Model that exceed one thousand (\$1000.00) dollars USD in a 24 hour period may be held for twenty four hours. Payments above one thousand dollars may be requested by Model in writing to the Company however, the Company reserves the right to deny such payment in its sole discretion.

10.2

Company may debit from any current or future commissions payments due the Model an amount equal to a commission previously credited to the Model where:

- (a) a failure to pay, return or cancellations has been made with respect to the applicable product or service underlying the associated site revenue, referral promotion, or sales revenue, as applicable;
- (b) there is an instance of a duplicative, fraudulent, or incomplete entry or other similar error for a customer order underlying the associated site revenue, referral promotion, or sales revenue, as applicable; or
- (c) there is any failure on the part of the Model to comply with this agreement (collectively, a "chargeback").

Chargebacks that arise in accordance with this section 10.2 may be applied by Company at any time.

10.3

The number or amount of commissions, credits for payments, or debits for chargebacks, as calculated by Company, will be final and binding on the Model.

11. Statements of Fact

11.1 By Model

The Model states that the following facts are accurate:

(a) the Model has the power or the legal capacity to enter into this agreement and to perform the obligations under this agreement.

(b) the Model is duly licensed and authorized by all governmental and regulatory authorities to perform the Model's duties under this agreement.

(c) the Model has independently evaluated the desirability of participating in the platform and that the Model has not relied on any representation or warranty other than those set out in this agreement.

(d) the Model's signing and performance of this agreement will not conflict with or violate:

(i) any order, judgment, or decree that applies to the Model;

(ii) any provision of the Model's corporate bylaws or certification of incorporation, if applicable; or

(iii) any agreement that applies to the Model.

(e) the Model's performance under this agreement, the Model's use of the Company offerings, the model offerings, and all other material, content, products, or services made available on, or linked to or from, any of the covered partner camsites or platforms, will not:

(i) invade the right of privacy or publicity of any nonparty;

(ii) involve any libelous, obscene, indecent, or otherwise unlawful material;

(iii) violate any law, including section 2257; or

(iv) otherwise infringe on the rights of any nonparties, including those of copyright, patent, trademark, service mark, trade secret, or other intellectual property rights, or engage in false advertising, unfair competition, defamation, invasion of rights of celebrity, violation of antidiscrimination law, or violation of any other right of any person or entity.

(f) the Model has sufficient interest in the model offerings and model products as necessary to display or offer them and to grant the licenses to Company, as contemplated here.

(g) With respect to all model offerings uploaded by the Model to, or model products offered for sale through, any of the covered partner camsites or platforms, whether of actual sexually explicit conduct, non-sexually explicit conduct, stimulated sexual content, or otherwise, all persons in those visual or audio depictions were at least 18-years old when the visual or audio depictions were created.

(h) the Model will be solely responsible for the content, model products, and any other material, content, products, or services made available on, or linked to or from, any of the covered partner camsites or platforms.

(i) the Model is generally familiar with the nature of the Internet and complies—and will continue to comply during this agreement—with all laws and industry standards.

(j) the Model's collection and use of personally identifiable information does not—and will not during this agreement—breach Company's privacy policy or violate any law that governs the Model's collection and use of personal information.

(k) the Model complies—and will continue to comply during this agreement—with 18 U.S.C. §§ 2257–2257A, including the implementing regulations codified at 28 C.F.R. Part 75.

11.2 By Company

Company states that the following facts are accurate:

(a) It is duly organized, validly existing, and in good standing as a corporation under the laws of the United Kingdom.

(b) It has the power to enter into this agreement and to perform the obligations under this agreement.

(c) It has the right to grant the licenses granted under this agreement.

(d) Its performance under this agreement does not—and will not during this agreement—breach any agreement or obligation between it and a nonparty or violate any law.

(e) Its performance under this agreement does not—and will not during this agreement—breach any agreement or obligation between the Model and a nonparty or violate any law.

12. Non disparagement

During this agreement and for two years after its termination, the Model will not take any action that is intended, or would reasonably be expected, to harm Company or its reputation or that would reasonably be expected to lead to unwanted or unfavorable publicity to Company. But nothing will prevent the Model from making any truthful statement in connection with any legal proceeding or investigation by Company or any governmental body.

13. Disclaimer of Warranties

13.1

Company is not making any warranties—express, implied, oral, or otherwise—about the reliability, timeliness, quality, suitability, availability, or accuracy of the Company offerings, reports, or any other products or services made available by Company. Company is not making any warranties that

(a) the use of the Company offerings, reports, or any other products or services made available by Company will be timely, uninterrupted, or error-free (whether as a result of technical failure, acts or omissions of nonparties, or other causes) or will operate in combination with any other hardware, software, system, or data;

(b) the Company offerings, reports, or any other products or services made available by Company will meet the Model's requirements or expectations;

(c) the Company offerings, reports, or any other products or services made available by Company will be accurate or reliable;

(d) errors or defects in the Company offerings, reports, or any other products or services made available by Company will be corrected; or

(e) the servers that make the Company offerings, reports, or any other products or services made available by Company available are free of viruses or other harmful components.

13.2

Company offers the Company offerings, reports, or any other products or services made available by Company “as is” without warranties, either express or implied. Company is not making any warranties, either express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, privacy, and noninfringement for the Company offerings, reports, or any other products or services made available by Company, including the information, content, and materials contained on FlashModelPay.com. No advice or information, whether oral or written, obtained from Company or elsewhere will create any warranty not expressly stated here.

14. Limit of Liability

14.1

The Company offerings may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Company is not liable for any delays, delivery failures, or other damage resulting from these problems.

14.2

Company will not be liable to the Model for breach-of-contract damages that Company could not reasonably have foreseen on entry into this agreement. Company will not be liable to the Model—regardless of theory of liability and even if the Model advised Company of the possibility of these damages—for damages for any of the following:

(a) loss of use;

(b) loss of services;

(c) loss of profits;

(d) loss of revenue;

(e) loss of goodwill;

(f) loss of contracts;

(g) loss of data;

(h) loss of privacy;

(i) loss of business or opportunity; or

(j) cost of obtaining substitute services related to the Company offerings or any other Company products and services.

14.3

Except as stated in this agreement, neither party will be liable to the other party for indirect, incidental, special (including consequential), exemplary, or punitive damages arising from this agreement, regardless of theory of liability and even if that party has been advised of the possibility of these damages, including loss of revenue or anticipated profits or lost business.

14.4

Company's total cumulative liability to the Model will not exceed the greater of (a) the total amount owed to the Company under this agreement and (b) \$500.

15. Loss Payment (aka Indemnification)

15.1 In General

The Model will pay Company for any loss of Company that is caused by the Model's actual or alleged:

- (a) use of the model offerings, model products;
- (b) use of the Company offerings;
- (c) failure to pay taxes in connection with the Model's use of the Company offerings;
- (d) dispute with any site member, model customer, or other nonparty;
- (e) breach of this agreement, including any statement of fact;
- (f) infringement of nonparty intellectual property rights;
- (g) violation of any other nonparty rights;
- (h) violation of law, including section 2257;
- (i) fraudulent or deceptive conduct;
- (j) negligent conduct;
- (k) intentional conduct; or
- (l) criminal conduct.

But the Model is not required to pay if the loss was caused by Company's intentional misconduct.

15.2 Definitions

(a) "Loss" means an amount that Company is legally responsible for or pays in any form. Amounts include, for example, a judgment, a settlement, a fine, damages, injunctive relief, staff compensation, a decrease in property value, and expenses for defending against a claim for a loss (including fees for legal counsel, expert witnesses, and other advisers). A loss can be tangible or intangible; can arise from bodily injury, property damage, or other causes; can be based on tort, breach of contract, or any other theory of recovery; and includes incidental, direct, and consequential damages.

(b) A loss is "caused by" an event if the loss would not have occurred without the event, even if the event is not a proximate cause of the loss.

15.3 Company's Duty to Notify

Company will notify the Model before the 20th business day after Company knows or should reasonably have known of a claim for a loss that the Model might be obligated to pay. Company's failure to give the Model timely notice does not terminate the Model's obligation, except to the extent that the failure prejudices the Model's ability to defend the claim or mitigate losses.

15.4 Legal Defense of a Claim

Company has control over defending a claim for a loss (including settling it), unless Company directs the Model to control the defense. The Model and Company will cooperate with each other in good faith on a claim.

15.5 No Exclusivity

Company's rights under this section do not affect other rights that Company might have.

16. Dispute Resolution

16.1 Litigation Election

Either party may elect to litigate the following type of case or controversy: (1) an action seeking equitable relief or (2) a suit to compel compliance with this dispute resolution provision.

16.2 Negotiation

Each party will give the other a reasonable opportunity to comply before it claims that the other has not met the obligations under this agreement. The parties will first meet and negotiate with each other in good faith to try to resolve all disputes between the parties arising out of this agreement or relating to the subject matter of this agreement. The party raising a dispute will submit to the other party a written notice and supporting material describing all issues and circumstances related to the dispute (a "dispute notice"). A primary representative designated by each party will try to resolve the dispute.

16.3 Mediation

(a) If the parties' primary representatives are unable to resolve the dispute no later than 30 days after receiving the dispute notice, either party may, by notice to the other party, demand mediation under the mediation rules of the United Kingdom.

(b) Mediation will take place in London, England, and the language of the mediation will be English. Each party will bear its own costs in mediation and the parties will share equally between them all third-party mediation costs unless the parties agree otherwise in writing.

(c) Each party will participate actively and constructively in mediation proceedings once started and will attend at least one joint meeting between the mediator and the parties. Any party may terminate mediation at any time after an initial discussion between the mediator and the parties.

16.4 Arbitration

(a) If the parties fail to settle a dispute through mediation and want to continue pursuing the dispute, the parties will settle any unresolved dispute arising out of or relating to this agreement, or the breach

of it, by arbitration. The arbitrator, and not any court or agency, will have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of this agreement, including any claim that any part of this agreement is void or voidable.

(b) A single arbitrator will preside over the arbitration and issue a final award on all issues submitted to the arbitrator. The arbitrator may grant whatever relief would be available in a court, except that the arbitrator will not award punitive or exemplary damages, or damages otherwise limited or excluded in this agreement. The arbitrator will issue a final award on all issues submitted to the arbitrator. The arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

(c) Arbitration will take place in London, England and the language of the arbitration will be English. The parties will bear equally the costs of arbitration, including the fees and expenses of the arbitrator, and each party will bear the costs associated with its case, subject to the arbitrator's right to award costs and fees to the prevailing under this agreement.

(d) Unless required by law, neither a party nor an arbitrator will disclose the existence, content, or results of any arbitration under this agreement without the advance written consent of both parties.

16.5 Equitable Remedies

The Model acknowledges that breach by the Model of the Model's obligations under this agreement could cause irreparable harm for which damages would be an inadequate remedy. If any breach occurs or is threatened, Company may seek an injunction, a restraining order, or any other equitable remedy, in each case without posting a bond or other security and without proof of actual damages.

16.6 Jurisdiction

(a) If a party brings any proceeding seeking an injunction, a restraining order, or any other equitable remedy to which that party is entitled under this agreement, that party will bring that proceeding only in the courts located in London, England and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any proceeding.

(b) Each party hereby waives any claim that any proceeding brought in accordance with section 16.6(a) has been brought in an inconvenient forum or that the venue of that proceeding is improper.

16.7 Recovery of Expenses

(a) In any proceedings between the parties arising out of this agreement or relating to the subject matter of this agreement, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs in those proceedings, including legal fees and expenses.

(b) For purposes of this section, "prevailing party" means, for any proceedings, the party in whose favor an award is rendered, except that if in those proceedings the award finds in favor of one party on one or more claims or counterclaims and in favor of the other party on one or more other claims or counterclaims, neither party will be the prevailing party. If any proceedings are voluntarily dismissed or are dismissed as part of settlement of that dispute, neither party will be the prevailing party in those proceedings.

16.8 Jury Trial Waiver

Each party hereby waives its right to a trial by jury in any proceedings arising out of this agreement. Either party may enforce this waiver up to and including the first day of trial.

16.9 Class Action Waiver

The parties will conduct all proceedings to resolve a dispute in any forum on an individual basis only. Neither the Model nor Company will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. The parties will not combine any proceeding with another without the advanced written consent of all parties to all affected proceedings.

16.10 Limited Time to Bring Claims

A party will not bring a claim arising out of, or related to the subject matter of, this agreement more than one year after the cause of action arose. Any claim brought after one year is barred.

17. General Provisions

17.1 Entire Agreement

(a) This agreement, the Company terms of service, and the Company privacy policy, forms the sole agreement of the parties concerning its subject matter. It supersedes all earlier written or oral discussions, negotiations, proposals, undertakings, understandings, and agreements between the parties concerning the transactions contemplated in this agreement. No party may use any of the earlier or contemporaneous negotiations, preliminary drafts, or previous versions of this agreement leading up to its signature and not stated in this agreement to construe or affect the validity of this agreement. No conditions, definitions, representations, or warranties concerning the subject matter other than as expressly stated in this agreement will bind either party. Each party acknowledges that no party made or relied on a representation, inducement, or condition not stated in this agreement.

(b) If any conflict or inconsistency exists between this agreement and the Company terms of service and the Company privacy policy, this agreement will govern.

17.2 Amendment

(a) By Company

Company may change this agreement on one or more occasions, except that changes will not apply to ongoing disputes or to disputes arising out of events occurring before the posted changes. Company will notify the Model through <http://www.FlashModelPay.com> of any changes to this agreement. Changes will become effective when posted on <http://www.FlashModelPay.com>. It is the Model's responsibility to check <http://www.FlashModelPay.com> periodically for changes to this agreement. If the Model continues to participate in the Company platform after any change, Company will consider the Model's continued participation as acceptance of the change unless the Model notifies Company in writing of the Model's disagreement no later than 15 days after the change. In the Model's written notice to Company, the Model must identify each change the Model disagrees with and the nature of the Model's disagreement with each change identified. Company will contact the Model no later than seven days after receiving the Model's written notice to address the Model's issues and try to reach a mutually

amicable resolution. If Company is unable to resolve the Model's disagreement with the changes, the Model's sole remedy is to terminate this agreement.

(b) By Model

The Model may request changes to this agreement on one or more occasions by submitting requested changes along with the reasons for the requested changes to Company. Company will contact the Model no later than 15 days to address the Model's requested changes. Company is not required to accept the Model's requested changes. The Model's requested changes will not bind Company unless Company has signed a formal written addendum to this agreement incorporating the requested changes.

17.3 Assignment and Delegation

(a) Assignments

Company may assign its rights under this agreement without the Model's consent. The Model will not assign any of the Model's rights under this agreement, except with Company's advance written consent.

(b) Delegations

Company may delegate any performance under this agreement without the Model's consent. The Model will not delegate any performance under this agreement, except with Company's advance written consent.

(c) Ramifications of Purported Assignment or Delegation

Any purported assignment of rights or delegation of performance in breach of this subsection is void.

17.4 Waivers

(a) No Oral Waivers

The parties may waive any provision in this agreement only by a writing signed by the party or parties against whom the waiver is sought to be enforced.

(b) Effect of Failure, Delay, or Course of Dealing

No failure or delay

(i) in exercising any right or remedy, or

(ii) in requiring the satisfaction of any condition, under this agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

(c) Each Waiver for a Specific Purpose

A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

17.5 Severability

The parties intend as follows:

(a) that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;

(b) that if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, the entire agreement will be held unenforceable;

(c) that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and

(d) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

17.6 Notices

(a) Form

All notices and other communications between the parties will be in writing.

(b) Method

All notice will be given

(i) by delivery in person;

(ii) by a nationally recognized next day courier service;

(iii) by first class, registered, or certified mail, postage prepaid; or

(iv) by electronic mail

to the following addresses (or any other address either party may specify in writing):

Company:

Night Nerds Limited

Unit 29 Highcroft Industrial Estate, Enterprise Road, Waterlooville, England, PO8 0BT

Model:

Company will contact the Model using the contact information listed in the Model's account.

(c) Receipt

All notices will be effective on receipt by the party to which notice is given, or on the fifth day after mailing, whichever occurs first.

17.7 Rights and Remedies Cumulative

Any enumeration of a party's rights and remedies in this agreement is not intended to be exhaustive. A party's exercise of any right or remedy under this agreement does not preclude the exercise of any other right or remedy. All of the parties' rights and remedies are cumulative and are in addition to any other

right or remedy set out in this agreement, any other agreement between the parties, or which may now or later exist at law or in equity, by statute or otherwise.

17.8 Governing Law

The laws of the United Kingdom —without giving effect to its conflicts of law principles—govern all matters arising out of or relating to this agreement, including its validity, interpretation, construction, performance, and enforcement.

17.9 Force Majeure

(a) If a force majeure event prevents a party from complying with any one or more obligations under this agreement, that inability will not constitute a breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that force majeure event or (B) develop and keep a reasonable contingency plan to respond to events or circumstances of the same type as that force majeure event, and (3) that party complies with its obligations under section 17.9(c).

(b) For purposes of this agreement, "force majeure event" means, for any party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstances that results in that party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.

(c) If a force majeure event occurs, the noncomplying party will promptly notify the other party of occurrence of that force majeure event, its effect on performance, and how long the noncomplying party expects it to last. From then on, the noncomplying party will update that information as reasonably necessary. During a force majeure event, the noncomplying party will use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

17.10 No Third-Party Beneficiaries

This agreement does not, and the parties do not intend it to, confer any rights or remedies on any person other than the parties to this agreement.

17.11 Relationship of the Parties

The parties intend that their relationship will be that of independent contractors and not business partners. This agreement does not, and the parties do not intend it to, create a partnership, joint venture, agency, franchise, or employment relationship between the parties and the parties expressly disclaim the existence of any of these relationships between them. Neither of the parties is the agent for the other, and neither party has the right to bind the other on any agreement with a third party.

17.12 Successors and Assigns

This agreement binds and inures to the benefit of the parties and their respective successors and assigns. This section does not address, directly or indirectly, whether a party may assign its rights or delegate its obligations under this agreement.

17.13 Further Assurances

The parties will take any further actions, or sign any further documents, as may be necessary to implement and carry out the intent of this agreement.

17.14 Counterparts

The parties may sign this agreement in any number of counterparts. The parties will consider each counterpart an original, and all counterparts, when taken together, will form the same agreement.

17.15 Signatures; Electronic Signatures

(a) The parties may sign this agreement by fax or electronically instead of an original signature. The parties will consider fax or electronic signatures as original signatures that bind them to this agreement.

(b) The Model acknowledges that any affirmation, assent, or agreement the Model sends through the Company platform in response to a prompt binds the Model. The Model further acknowledges that when the Model clicks on an "I agree," "I consent," or other similarly worded "button" or entry field using a mouse, keystroke, or other computer device, this action is the legal equivalent of the Model's handwritten signature and binds the Model in the same way.

17.16 Entity Authority

(a) Each individual that signs this agreement for an entity states that the following facts are accurate:

(i) he or she has full authority to sign this agreement for that entity, and

(ii) that entity has taken all necessary actions to authorize the signing of this agreement.

(b) Each entity states that this agreement does not breach that entity's articles, certificates, bylaws, or any other agreement or law that binds that entity.

17.17 Voluntary Agreement

(a) The parties have signed this agreement voluntarily and for valid reasons.

(b) The parties acknowledge that they

(i) have carefully read this agreement,

(ii) discussed it with their attorneys or other advisors,

(iii) understand all of the terms, and

(iv) will comply with it.

(c) The parties have relied on the advice of their attorneys or other advisors about the terms of this agreement and waive any claim that the terms should be construed against the drafter.

17.18 No Reliance

Each party acknowledges that in signing this agreement, that party does not rely and has not relied on any statement by the other party or its agents, except those statements contained in this agreement.

17.19 Permission to Send Emails to the Model

The Model hereby grants Company permission to email notices, advertisements, and other communications to the Model, including emails, advertisements, notices, and other communications containing adult oriented material, sexual content and language, and images of nudity unsuitable for minors. The Model's permission will continue until the Model asks Company to remove the Model from Company's email list.

17.20 Feedback

Company encourages the Model to give feedback about Company or the Company offerings. But Company will not treat as confidential any suggestion or idea the Model gives, and nothing in this agreement will restrict Company's right to use, profit from, disclose, publish, or otherwise exploit any feedback, without payment to the Model.

17.21 English language

The parties have drafted this agreement in the English language and no translation into any other language will be used to interpret or construe this agreement. All services, support, notices, designations, specifications, and communications will be provided in the English language.

17.22 Survival

Any provision of this agreement that imposes an obligation after termination or expiration of this agreement will survive the termination or expiration of this agreement.

17.23 Usages

In this agreement, the following usages apply:

- (a) Actions permitted under this agreement may be taken at any time and on one or more occasions in the actor's sole discretion.
- (b) References to a statute will refer to the statute and any successor statute, and to all regulations promulgated under or implementing the statute or successor, as in effect at the relevant time.
- (c) References to numbered sections in this agreement also refer to all included sections. For example, references to section 6 also refer to 6.1, 6.1(a), etc.
- (d) References to a governmental or quasi-governmental agency, authority, or instrumentality will also refer to a regulatory body that succeeds to the functions of the agency, authority, or instrumentality.
- (e) "A or B" means "A or B or both." "A, B, or C" means "one or more of A, B, and C." The same construction applies to longer strings.
- (f) "Including" means "including, but not limited to."
- (g) "\$" means United States Dollars.