

PERFORMER CONTRACT

This contract, dated _____ is between YES Media LLC, a Florida LLC (hereafter the “company”) with offices at 1521 Alton Rd., Miami Beach, FL 33139 and (hereafter the “performer”).

YES Media LLC operates and maintains an internet system that enables persons to establish a website(s) to conduct “online” commerce in the form of selling merchandise and memberships, in addition to allowing persons at different locations to communicate over the internet using audio and video. The performer acknowledges that she wishes to utilize the company’s system to establish a website to sell merchandise and memberships and to perform live in “one on one” type shows with members using our system. YES Media LLC shall provide a domain, webhosting, ecommerce tools and system for the performer to perform private shows for paying members. Performer agrees that the domain name, website name(s) and all aspects of the website layout/graphics/depictions are and shall remain the property of YES Media LLC. Performer shall be paid forty percent (40%) of all net revenue generated by and through the website, including, but not limited to, revenue generated by membership sales or licensing or sales of membership lists, merchandise sales or licensing thereof and live performances. Performer agrees that it will not be entitled to any other fees or payments. Performer understands and agrees that he/she is an independent contractor and will be issued a 1099 Misc. (or equivalent). Performer understands that as an independent contractor, no taxes will be withheld or deducted from payments.

Performer agrees and hereby represents that he or she is over the age of 18 (eighteen) and resides in the United States, if the performer resides in a different country, the performer represents and warrants to the company that she is at or above the legal age to A) enter into this agreement and B) to perform the live one on one shows in which she intends to engage. It is the performer’s responsibility to determine the legal age in the area they live in.

COPYRIGHTS TO MATERIAL: Performer understands that he/she will upload content/images to the System for re-broadcast. Performer acknowledges that he/she shall be considered a "performer" and the "primary producer" of any content uploaded to the System for purposes of 18 USC section 2257, and agrees to maintain the records and record inspection protocols required by law. By uploading content to the System, Performer grants a perpetual and irrevocable license to EWTP for unrestricted use of such content. This section shall survive the termination of this Agreement.

PAYMENT: All monies due to performer from referrals or shows performed are stored and registered in the login area. Payments are sent out every Friday.

ADDITIONAL PERFORMERS AND PARTIES: Any and all person appearing (whether in audio or video) on the system must be a signatory to this agreement and must have provided the required identification. The performer is responsible to ensure that any person appearing with them (other than a member) has in fact signed this agreement and provide said identification. By allowing a person to appear with them they represent and warrant that the person appearing with them is above the legal age of consent. In the event the performer allows any person to appear with them on the system and that person has not in fact signed this agreement and provided identification that act shall be a breach of this agreement and the performer agrees to be immediately barred and removed from our system. As calculating exact damages for such breach would be impossible, the parties agree the company shall be entitled to retain any and all monies being held by the company on the performer’s behalf, as liquidated damages.

AUTOMATIC TERMINATION: Performer must ONLY perform acts, live or recorded that are legal and not deemed legally obscene. The performer is cautioned that the definition and standards of obscenity vary from jurisdiction to jurisdiction. The performer is responsible for identifying, and abiding by, those standards within the performer’s jurisdiction. In the event

that the performer engages in any behavior or activities that are deemed illegal, that act will be deemed a breach of this agreement and performer agrees to be immediately barred and removed from our system. As calculating exact damages for such breach would be impossible, the parties agree the company shall be entitled to retain any and all monies being held by the company on the performer's behalf, as liquidated damages.

OTHER TERMINATION: The parties understand and agree that this is an "At Will" contract/agreement and may be terminated any time, without cause or prior notice by the parties by sending notice of termination by email to the address provided above. The property/ownership rights described herein shall survive termination of this agreement. Termination of this agreement is effective upon transmittal (sending) of email.

CHANGES OR MODIFICATION: This agreement may only be modified in writing and must be signed by the parties.

DISPUTES ARISING UNDER THIS AGREEMENT: This Agreement shall be governed, interpreted and construed according to the laws of Florida. Any dispute arising out of or related to these terms and conditions of this agreement which cannot be resolved by good faith negotiation shall be submitted to the American Arbitration Association for final and binding arbitration in accordance with the American Arbitration Association Rules. Each party shall bear the fees and costs it incurs in preparing and presenting its case. This provision shall be subject to the United States Arbitration Act, 9 U.S.C. 1-16 et seq. ("USAA"). The arbitrator shall have no authority to award punitive, exemplary, or consequential damages. The award may be confirmed and enforced in any court of competent jurisdiction. All post proceedings shall be governed by the USAA. Any cause of action you may have with respect to this agreement must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. You agree to comply with all laws regulations and other legal requirements that apply to these terms and conditions. In the event that any portion of this agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. YES Media LLC's failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this agreement.

THE PERFORMER ACKNOWLEDGES THAT SHE HAS READ THIS AGREEMENT UNDERSTANDS IT, AND AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREIN, AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS PROPOSALS, DISCUSSIONS, AGREEMENTS, UNDERSTANDINGS, AND COMMUNICATIONS, WHETHER WRITTEN OR VERBAL AND MAY BE AMENDED ONLY IN A WRITING EXECUTED BY BOTH YOU AND YES Media LLC.

Performer:

NAME:

SS #:

Signature

18 U.S.C. § 2257 Records Keeping for Models

A. I, _____ ("Model"), understand that all the information required by this document is required to comply with United States federal law and any false statement or misrepresentation is a crime under United States law.

B. Two forms of identification, including at least one government issued photo ID, are required. Describe each, including number. Clear photocopies of each must be attached and the photocopies must be signed in BLUE ink by the artist.

(1) First form of identification:

(2) Second form of identification:

Birthdate: _____ (Month/Day/Year) Age: _____

C. I have also used the following names, stage names, aliases, nicknames and married and/or maiden names:

1. _____ 2. _____

3. _____ 4. _____

MODEL'S SWORN STATEMENT: I, _____ (full legal name), pursuant to 28 U.S.C. §1746 and the penalties of perjury, under the laws of the United States, swear that the above is true and correct and that the ID which I have provided, a copy of which is attached and signed by me, was lawfully obtained by me and has not been forged or altered.

Signature:

Model's Signature (using full legal name)

PRODUCER'S /PHOTOGRAPHER 'S SWORN STATEMENT: Pursuant to 28 U.S.C. §1746 and the penalties of perjury under the laws of the United States, I swear that I have personally examined the Model's ID containing the date of birth set forth above, that I have personally questioned the Model regarding the answers given in this document, and that I have observed that Model execute this document and sign the attached copy of the ID. In addition, I swear that the date set forth below is the date on which production involving this model occurred.

Date of Production: _____

Location of Production: _____

Print Name of Producer

Signature of Producer