

Agreement

This Agreement is entered into this _____, day of _____, by and between Adura Pty Ltd an Australian company, and _____, an individual (“Performer”).

WHERE as, Adura Pty Ltd is engaged in the business of Internet video conferencing, phone chat, emailing and text messaging with facilities located at various locations worldwide.

WHEREAS, Adura Pty Ltd desires to make its Internet facilities available to Performer to engage in lawful entertainment for customers accessing Adura Pty Ltd Internet site, and Performer desires to utilize the Internet facilities, on the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed between the parties as follows:

1. Services

a. Adura Pty Ltd agrees to provide Performer with access to Adura Pty Ltd customers. Adura Pty Ltd will provide Performer with access to the Web Site on an “as requested” basis, which means that Performer may perform on the Web Site at any time she chooses. Adura Pty Ltd does not maintain a schedule nor otherwise require Performer to work set shifts, and there is no minimum usage requirements. Notwithstanding the foregoing, Performer shall not be prohibited from adopting her own set schedule for utilizing the Web Site, and in that event Performer and Adura Pty Ltd may advertise Performer’s schedule for the benefit of Adura Pty Ltd customers.

b. Performer agrees to access the Web Site from the following remote location only (hereinafter “Remote Location”):

c. Performer shall provide, at her sole expense and solely for her own benefit, all equipment necessary to access the Web Site from the Remote Location. By way of example only, this may include a home computer, a video camera which connects to a home computer, and an Internet connection capable of transmitting data at 128K or higher. Performer agrees that it is her sole obligation to ensure that any equipment purchased or otherwise acquired is compatible with the Web Site.

d. Subject only to the provisions of Paragraph 4 herein, Performer shall, in the exercise of her own artistic discretion and solely at her own expense and for her own benefit, provide all furniture, props, materials, linens, etc., used to furnish or decorate the Remote Location, and all clothing, toys, devices, etc., to be utilized by Performer during her own performances.

2. Consideration. Performer shall receive \$1.00 per minute of private show time that is purchased by Adura Pty Ltd customers for the purpose of viewing Performer's performances. Performer shall not be entitled to any other compensation or benefits whatsoever by law or otherwise under this Agreement.

3. No employer-employee relationship. Performer understands that no employer-employee relationship exists between Adura Pty Ltd and Performer. Adura Pty Ltd is not responsible for, and will not pay any federal or state taxes. Performer is not entitled to receive any benefits that might otherwise be available to an employee of Adura Pty Ltd.

4. Compliance with Law. As a material inducement for Adura Pty Ltd to enter into this Agreement:

a. Performer represents that she is aware of all applicable federal, state and local laws that may apply to her performances as contemplated herein, including but not limited to the Communications Act of 1934 as amended by the Telecommunications Act of 1996, and the Child Protection and Obscenity Enforcement Act of 1988, as amended by the Child Protection Restoration and Penalties Enhancement Act of 1990. _____(initials)

Without limiting the scope and applicability of Paragraph 4(a), Performer understands that the following acts are generally considered to be obscene and are forbidden in

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connection with Performers use of the Web Site: bestiality; urination/ defecation (golden/ brown showers/ enemas); incest, sado-masochism or bondage presented in a sexual context (depictions of rape, torture etc.); any presentation or representation of minors engaged in intimate physical contact or sexual situations, including but not limited to nudity, actual or depicted; and nude performances before a public audience, such as nudity presented in a bedroom window which is visible to neighbours or passersby. Performer understands that this list is not exhaustive, and that other activities may also be considered obscene and forbidden under this Agreement. _____(initials)

b. Performer agrees that her use of the Web Site will comply with all federal, state and local laws, or any regulations, rulings, orders, or other acts of government agencies, including, but not limited to, the Communications Act of 1934 as amended by the Telecommunications Act of 1996, and the Child Protection and Obscenity Enforcement Act of 1988, as amended by the Child Protection Restoration and Penalties Enhancement Act of 1990, and any laws, regulations or orders applicable in the jurisdiction where she resides. _____(Initials)

c. Performer understands that live man-woman, woman-woman, or man-man performances depicting actual sexual conduct, including but not limited to sexual intercourse, oral-genital contact or any touching of the sexual organs or other intimate parts of a person for the purpose of arousing or gratifying the sexual desire of either person, is prohibited under this Agreement and grounds for immediate termination of this Agreement. _____(Initials)

d. Performer represents that she has obtained the advice of legal counsel in the jurisdiction where she resides, that she has executed this Agreement in accordance with that advice, and that her use of the Web Site will comply with all applicable laws, rules and regulations. _____(Initials)

5. Age Verification. Performer represents that she is an adult and over the age of eighteen years old. As a condition to Adura Pty Ltds performance under this Agreement, Performer must first submit proof of her name and age in a form acceptable to Adura Pty Ltd. Acceptable “proof of name and age” shall be a copy of any validly issued government document bearing the photograph , name and age of the performer, such as a passport, state driver’s license, selective service card or state identification card. Performer agrees that she will not engage in any depiction of sexually explicit conduct in connection with her use of the Web Site until she has submitted proof of name and age, and Adura Pty Ltd has verified the information. Adura Pty Ltd

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reserves the right to immediately terminate this Agreement for non-compliance with this Paragraph 5. _____(Initials)

6. Restrictions. Performer shall not use the Web Site for the purpose of promoting web sites or services other than those maintained by Adura Pty Ltd. Performer shall not, whether individually or in concert with others, solicit or divert or attempt to solicit or divert any business from Adura Pty Ltd. Performer agrees not to misrepresent any of the services provided by Performer or Adura Pty Ltd, nor knowingly make any false or misleading statements to anyone about her performances or the services offered by Adura Pty Ltd. Provided Performer complies with the provisions of this Paragraph 6, nothing herein shall in any way limit her from performing on other web sites or at live establishments. _____(Initials)

7. Performer grants and licenses to Adura Pty Ltd a perpetual, irrevocable, sub-licensable and non-exclusive right to use, reproduce, modify, adapt, publish, translate, create derivative works from and distribute, or to incorporate into any form, medium or technology now known or later developed, all archived images or motion pictures of Performer, including all audio and text pertaining to or provided by Performer.

8. No Warranties or Guarantees. Performer agrees and understands that the Web Site services are provided by Adura Pty Ltd on an “as is” and “as available” basis, without warranties or guarantees of any kind whatsoever, whether express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose, or warranties or guarantees of profitability or customer usage. No advice or information given by Adura Pty Ltd, its affiliates, officers, directors, shareholders, agents, employees, contractors, or other representatives warrant that the Web Site services will be uninterrupted or error free or that any information, software or other material accessible on the service is free of viruses, worms, Trojan horses or other harmful components.

9. Liability and Risk: Performer acknowledges, agrees and understand that her use of the Web Site is entirely at her own risk. Performer assumes, without exception, all responsibility for all consequences and/or damages that may result from her use of the Web Site, including bodily injury to herself or loss of property or equipment. Performer agrees to save and hold harmless Adura Pty Ltd from and against all obligations, losses and/ or damages that may result from Performer’s use of the Web Site and her performances.

10. Termination: Limitation of Damages

a. Either party reserves the right to terminate this Agreement at any time, for any reason, with or without cause. In the event of termination by Performer, any sums due and owing to Performer shall be payable within ten days after Adura Pty Ltd receives written notification of such termination.

b. Performer agrees that if she is dissatisfied with this Agreement or with any of the terms, conditions, rules, policies, guidelines, or practices of Adura Pty Ltd in operating the Web site, her sole and exclusive remedy is to terminate this Agreement and discontinue using the Web Site. **IN NO EVENT WILL Adura Pty Ltd BE LIABLE TO PERFORMER FOR LOSS OF USE, INCOME OR PROFITS, OR OTHER GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES.**

11. No Assignment. Performer may not assign this Agreement under any circumstances. Performer agrees, represents and warrants that she will be the only user of the Web Site.

12. No Waiver. The failure of either party to insist upon the performance of any provision herein or to exercise any right or privilege granted hereunder shall not be construed as a waiver of such provision or any provisions herein, and the terms will continue in full force and effect. No waiver or any breach of any of the provisions herein shall be considered a waiver of any continuing or subsequent breach of the same provision. The rights and remedies of either party as provided herein shall be cumulative with any other rights or remedies provided by law or equity.

13. Amendments, Modifications and Supplements. Any amendment, modification, supplement or change to this Agreement must be in writing and executed by both parties herein.

14. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the NT. Performer specifically agrees to submit to the personal jurisdiction of the courts of the NT in connection with any dispute regarding this Agreement.

15. Indemnification. Performer agrees to indemnify, hold harmless and defend Adura Pty Ltd, its officers, directors, shareholders, agents, employees, contractors or other representatives from any liabilities, claims, damages or injuries, of any kind or nature whatsoever, arising from Performer's

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breach of any of the provisions of this Agreement. The provisions of this Paragraph 14 shall survive the termination of this Agreement.

16. Consents and Legal Authority. Performer represents and warrants that her execution of this Agreement complies with all federal, state or local laws or regulations, and the Performer has obtained all consents, approvals or authorizations necessary to execute and perform under this Agreement.

17. Complete Agreement. The parties agree, represent and warrant this Agreement represents the entire agreement between the parties.