

Playware Cam Performer Agreement

1. The Agreement

- a. This document is a legally binding and enforceable agreement ("Agreement") between you (referred to herein as "Performer" or "you") and Playware Development Ltd incorporated and registered in Hong Kong with company number 75914072 whose registered office is at Rm 21, 11th Floor, Block B, Tontex Industrial Building, 2-4 Sheung Hei Street, San Po Kong, Kowloon, Hong Kong, Playware.
- b. By providing your signature below and/or agreeing to the terms and by providing all the required information and documents, you are agreeing to be bound by, and irrevocably acknowledging your full acceptance of, all the terms and conditions of this Agreement.
- c. Capitalised terms used herein shall have the following meanings:

"Content" means the content referred to in clause 18 of this Agreement

"Minimum Price" means the minimum price which the Performer may charge as set by the Company from time to time.

"Performance/s" means the live webcam stream performance/s provided by the Performer using the Platform in accordance with this Agreement.

"Performance Percentage" the percentage of the total price charged for any one or more performances by the Performer, which is paid to the Performer. For the avoidance of doubt, the Performance Percentage shall include any VAT chargeable by the Performer.

"Platform" the web platform operated by the Company.

2. The Platform

Subject to the terms and conditions of this Agreement, the Company.

- a. agrees to provide the Performer access to and use of the Platform for the provision of Performances.
- b. By using the Platform, the Performer agrees not to upload, post, e-mail or otherwise send or transmit any material that contains viruses, trojan horses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Platform or any computer software or hardware or telecommunications equipment associated with the Platform.
- c. The Company is the sole owner of the Platform, which includes any software, domains, and content made available through the Platform. The Platform is protected by UK and international copyright and other intellectual property laws.

d. The graphics, logos, icons and service names related to the Platform are registered and unregistered trademarks or trade dress of the Company. They may not be used without prior express written permission of the Company.

3. Age Verification

a) By entering into this Agreement, you hereby represent and warrant that you have reached the age of 18 or if greater the age of majority in the jurisdiction in which you are located at the time of giving a performance.

You also represent and warrant that all information including documents that you provide to the Company will be accurate, up to date and valid in all respects.

The Company has a robust process for verifying the age and identity ("ID") of every Performer. This process includes the review and validation of your photo identification and steps to ensure that your photo identification is in the possession of, and belongs to, you.

This process requires that you provide to the Company a live capture of:

- (1) your face;
- (2) your valid and accurate photo identification card (front and back, where applicable); and
- (3) you holding your photo identification card.

This process is to ensure individuals are present, are live, and consent to the application process.

The Company uses a number of tools to validate photo identification cards, including a third-party vendor that specializes in the validation of identification provided by you to the Company.

The Company's age verification process is required for the Company to be in compliance with the age verification requirements of UK law and regulation

As required by law we maintain and store all data necessary, in whatever medium is required

To ensure compliance with our policies of "No Minors", "No Prostitution or Sex Trafficking", we conduct live monitoring of your performances, including a broadcaster verification step at the beginning of each stream in order to further validate that the person(s) on the stream is or are the person(s) approved on your account.

By entering into this Agreement, you consent to the Company:

- (1) obtaining and retaining the above- mentioned data for the specified purposes;
- (2) conducting such live monitoring and verification steps, and
- (3) maintaining, storing and sharing the above-mentioned data with the third-party vendor referred to or as otherwise required by UK law and regulation.

b) The Company may in its sole and absolute discretion reject any ID or may require additional ID at any time without giving any reason. In such circumstances, the Performer shall promptly provide on demand further ID.

4. Revenue

a) Subject to the terms and conditions of this Agreement, the Performer may use the Platform to generate revenue from Performances.

b) The Performer shall have the right to set up pricing for each Performance at its discretion, provided that the Performer complies with the Minimum Price as determined by the Company.

[c] The Company reserves the right to change the Minimum Price by giving

no less than 14 days' notice to the Performer.

d) The Company agrees to pay the Performer monies in the amount of the Performer Percentage as specified by the Company of all revenue generated by the Performer based on the information and documents provided to the Company by the Performer. Once payment has been made to the Performer, by the method chosen by the Company, then the Company will be deemed to have satisfied all obligations to the Performer in respect of the Performer Percentage.

5. Relationship and Payment

a) The relationship of the Performer to the Company will be that of independent contractor and nothing in this agreement shall render the Performer an employee, worker, agent or partner of the Company and the Performer shall not hold itself out as such.

b) This agreement is relating to the provision of Performances which allows the Performer to generate revenue and not a contract of employment and accordingly the Performer shall be fully responsible for and shall indemnify the Company for and in respect of:

i) any income tax, national insurance, VAT and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the Performance Percentage, where such recovery is not prohibited by law. The Performer shall further indemnify the Company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.

ii) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Performer against the Company arising out of or in connection with this Agreement.

c. The Performer hereby acknowledges and agrees that the Company may from time to time be required to provide relevant authorities with details of its earnings.

6. Terms

a) This Agreement shall commence upon completion by the Performer of the Performer's proper submission of this signed Agreement and all required information and documentation to the Company and the Company's review and approval of Performer's submission.

b) This Agreement shall remain in full force and effect until terminated by either party.

c) The Performer may terminate this Agreement by providing no less than one month's written notice to the Company.

d) The Company may terminate this Agreement and may cancel Performer's account without notice in its sole and absolute discretion for any reason whatsoever, including but not limited to:

i) the Performer's breach of, or non-compliance with, any term or condition of this Agreement;

ii) the Performer's acts or omissions constituting dishonesty, fraud, misrepresentation, theft or breach of confidentiality;

- iii) the Performer's acts or omissions that impair the Company's business, goodwill, or reputation;
 - iv) the Performer's conviction of, or plea of no contest to or guilty plea to, a crime, involving fraud, dishonesty, or moral turpitude which adversely affects the Company [or any of its related entities]; or
 - v) The Company being directed to do so by any court or judicial authority or required to do so by any court, judicial authority or law.
- e. 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 the Performer agrees to cease engaging in access to or any activity in any way involving the Platform.

f. The Performer understands and agrees that the Company may set off against any monies owed to the Performer any liability, damages, costs or expenses incurred by the Company arising from or relating to the Performer's breach or failure to perform any term or condition of this Agreement.

7. Conditions of Use of the Platform

a) In order to use the Platform in accordance with this Agreement, the Performer must in addition to complying with the obligations as to age verification set out in clause 3 above, satisfy the below conditions. Failure to satisfy any of these conditions will result in the Company's termination of this Agreement and suspension or permanent closure of the Performer's account with the Company.

NO MINORS – ZERO TOLERANCE

WE STRICTLY PROHIBIT AND HAVE ZERO TOLERANCE AGAINST ANY PERFORMER TAKING ANY ACTION DURING A PERFORMANCE OR AT ANY TIME WHILE USING THE COMPANY'S PLATFORM WEBSITE WHICH IN ANY WAY INVOLVES THE PARTICIPATION, INVOLVEMENT, DEPICTION, OR DISCUSSION OF ANY PERSON UNDER 18 YEARS OF AGE.

Examples of actions which are strictly prohibited in this regard include but are not limited to the following:

1. You shall not under any circumstances have any person appear in a performance who has not been approved by us and has not been added to your account by us. This includes but is not limited to a person under 18 years of age ever appearing in or being visible on cam during any performance by you on our Platform.
2. You shall not under any circumstance engage in a performance in which a user is not, or any suspicion exists that a user is not, at least 18 years of age or not the age of majority in the place where the user lives or is accessing the Company's Platform. The Company also prohibits during a performance on its Platform any discussion or reference whatsoever to children or anyone under 18 years of age. This includes but is not limited to any type of roleplaying or other conduct which involves any person acting or posing as a person under 18 years of age.
3. You shall not under any circumstances post, submit, share, or discuss on the Company's Platform any photograph, video, image, email, text, or other Content which is child pornography or which in any way depicts, shows, or refers to any person under 18 years of age.

If you have any knowledge of any actual or possible violation of these requirements, the Company requests and strongly encourages you to report any and all such knowledge directly to us at contact@babestation.tv. If the Company becomes aware of any violations or suspicious activity in violation of these requirements, the Company will investigate the matter fully. You agree the Company has the right to require additional documentation from you regarding any of these matters. The Company will cooperate with any and all law enforcement agencies and will not hesitate when appropriate to refer violations of these requirements to the police.

If you in any way violate these requirements, your account with the Company will be terminated and you will be blocked by the Company from ever opening another account with it

NO PROSTITUTION OR SEX TRAFFICKING

THE COMPANY STRICTLY PROHIBITS AND HAS ZERO TOLERANCE AGAINST YOU USING ITS PLATFORM OR SYSTEMS IN ANY WHATSOEVER TO ENGAGE IN, PARTICIPATE IN, ASSIST, SUPPORT, OR FACILITATE ANY ACT OF PROSTITUTION, SEX TRAFFICKING OF CHILDREN, OR SEX TRAFFICKING BY FORCE, FRAUD, OR COERCION.

The foregoing prohibitions include but are not limited to:

- (a) you using the Company's website or systems:
 - (i) to exchange any personal contact information with one of the Company's users or to have any communication with one of its users which would in any way result in any type of face-to-face meeting involving you and one of such users; or
 - (ii) to discuss in any way with one of the Company's users any type of transaction whatsoever involving use of any other service or method of interfacing with one of such users, including by way of example but not limitation use of any other Internet based service or product. Any violation of these prohibitions will result in immediate cancellation of your account, you will be blocked from ever opening a new account, and your payments will be withheld. The Company will cooperate fully with the police and any other competent regulatory authority.
- (b) You in any way forcing a person to perform on the Company's Platform or taking any other action which could in any way involve engaging in, participating in, assisting, supporting, or facilitating sex trafficking of children or sex trafficking by force, fraud, or coercion. If you are a Performer and you are a victim of any type of sex trafficking or violation of any of the above requirements, please immediately contact your local police to provide them all specific details. Additionally, please notify us by submitting a confidential report to [insert email address] and provide us with all specific details. Please note that we will only share the details you provide with those of our staff who need to be aware of the same and that we will where we believe it to be necessary to do so or are required by law to do so, disclose the same without delay to the police or other competent regulatory authority.
- (c) you engaging in, participating in, assisting, supporting, or facilitating any type of prostitution, sex trafficking of children, or sex trafficking by force, fraud, or coercion, If the Company receives information that you may be engaging in, participating in, assisting, supporting, or facilitating any type of sex trafficking (including but not limited to any act of prostitution, sex trafficking of children, or sex trafficking by force, fraud, or coercion), the Company we will if appropriate report you to the police and/or any other competent regulatory authority immediately terminate or suspend your account and withhold all payments pending further investigation.

Performer Accounts.

8 The Performer's account with the Company may only include performers who have properly registered and who are approved by the Company to appear on its account. Accounts with performers who have not properly registered with the Company or have not submitted all required and proper documentation will be closed permanently. If the Performer is no longer using its account, its account must be closed. Inactive accounts will be closed after a specific amount of time and cannot be recovered.

No below the waist nudity in free chat.

9. 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 the Performer's account.

- No R18 levels in Free stream

This means you can go up to implied nude levels; but cannot show open leg genitalia or perform any insertion or hardcore acts.

- No simulation of sexual acts in Free stream

You can no longer simulate harder level sexual acts. An example of this would be, blowjob on a dildo or 'tit wank' on a dildo.

No violation of laws re obscenity or minors.

10. The Performer shall not violate any standard of "obscenity" during any performance on the Platform. Without limitation this means that the Performer shall not depict or describe any of the following:

(i) acts of a sexual nature involving bestiality, necrophilia, coprophilia, urine, faeces, vomit or blood;

(ii) overly aggressive whipping, spanking, caning, physical restraint or penetration by any object associated with violence, role playing as non-adults, water-sports or female ejaculation, strangulation, face sitting or fisting;

(iii) f sex of any kind, simulated sex, sexual conduct, masturbation, bondage, domination, sadomasochism, or others.

No promotion of other sites.

11) Promotion of any non-related website while in any way using the Platform is strictly prohibited. This includes without limitation 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 the Performer's account. Additionally, the Company reserves the right to withhold payments to the Performer if this condition is breached.

No solicitation of personal contact with customers.

12) Any solicitation for escort, prostitution or personal contact with customers is prohibited. This includes without limitation exchanging emails, addresses, online chat IDs (yahoo, msn,

google, etc.), or other contact information. Violation of this condition will result in termination of this Agreement and the permanent termination of the Performer's account. Additionally, the Company reserves the right to withhold payments to the Performer if this condition is breached.

Not under the influence of alcohol or illegal drugs.

13) Whilst giving any performance or taking any other action related to this Agreement, the Performer shall not be under the influence of alcohol or any illegal drug or controlled substance. Whilst giving any performance or taking any other action related to this Agreement, the Performer shall not be under the influence of alcohol or any illegal drug or controlled substance. Performers will avoid smoking cigarettes, E-cigs and vaping in Free chat

No animals or dangerous articles on cam.

14) Whilst giving any performance, the Performer is prohibited from having any animal appear on cam and from having any dangerous articles of any type appear on cam.

No fraudulent activity.

15) Whilst giving any performance or taking any other action related to this Agreement, the Performer shall not engage in any type of fraudulent activity. Fraudulent activity is defined as any activity on the Platform that results in complaints or chargebacks or is deemed inappropriate by the Company's representatives. The Company reserves the right to terminate any account at any time for any reason if fraud is suspected and to not make any related payments.

Image Approval.

16) Images submitted to the Company for the Performer's bio must be approved by the Company. Images graphic in nature or containing "below the waist nudity" will not be approved. Below the waste nudity and/or topless pictures are not allowed in publicly accessible areas on the Platform and they will not be approved. The Company reserves the right to approve or reject any image submitted.

Other Websites

17) The Performer 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 Platform. However, while in any way using the Platform, the Performer is prohibited from engaging in any promotion of any website not directly related to the Company. The Performer is allowed to own and operate a personal website provided that the Performer does not solicit it, or other performers whilst using the Platform. The Performer shall not release or give to any person or entity any email address or web page address of any customer or performer without the prior written approval of the Company in each instance.

The Performer holding an account is reminded that it is solely responsible for all activity on using its account. Any failure to comply with any of the above conditions constitutes a very serious breach of this Agreement and may constitute a criminal offence.

18. Content

a) In connection with the provision of Performances the Performer may upload and transmit content in the form of images, video, sounds, and/or text to and through the Company's systems to the Platform for re-broadcast. Content may not be uploaded via any other means.

b) By uploading Content to the Platform, the Performer irrevocably authorises the Company to use, and consents to the usage of, such Content. Subject to the laws governing this Agreement, the Company shall have the right to use such Content, 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.

c) The Performer covenants and agrees that the Performer shall not directly or indirectly bring any action or claim against the Company, its related entities, successors and assigns for trademark, service mark or trade dress infringement in respect to the use by the Company or any other person authorised by the Company of any Content.

The Performer grants to the Company, 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 Content uploaded to the Platform by the Performer including the Performer'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 of the Performer, promotion of the Platform, publicity, and sales purposes.

The Performer represents and warrants that any Content that the Performer delivers via the Company's systems will not cause any damage to these systems and will not violate any applicable laws, rules, regulations or public policies that may govern the Content so delivered.

19. Confidentiality And Non-Disclosure

a) The Performer agrees that the terms of this Agreement and any information related to the Platform, systems, or business (including but not limited to software, business and marketing plans) of the Company is confidential and proprietary in nature.

b) The Performer shall not directly or indirectly disclose or grant access to such terms or information to any third parties without the prior written permission of the Company in each instance.

20. No Warranty and Liability Limit

a) The Company provides the Platform "as is" and without any warranty or condition, whether express, implied or statutory. The Company specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. The Company assumes no liability or responsibility for any errors or omissions in the Platform; any failures, delays or interruptions in the Platform; any losses or damages arising from the use of the Platform, including, without limitation, any conduct by users of the Platform.

b) The Company reserves the right to deliver the Platform in its sole and absolute discretion.

c) In no event shall the Company, its shareholders, directors, officers, employees or agents be liable (jointly or severally) to the Performer for loss of use or any special, incidental, indirect or consequential damages arising out of or in connection with the Platform or this Agreement, on any theory of liability, and whether or not advised of the possibility of damage.

The Company does not seek to exclude liability for death or personal injury caused by any negligence, or fraud or fraudulent misrepresentation on the part of the Company.

d) If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

21. General

a) This Agreement is agreed between the Company and the Performer.

b) Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section.

c) The Company's failure to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision and will not relieve the Performer from the obligation to comply with such provision.

d) The Performer is not permitted to assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights under this Agreement without the prior express written consent of the Company.

22. Privacy Statement

You hereby confirm that you have been sent and have read our internal Privacy Policy and understand what we do with your personal data.

23. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

24. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement sets forth the entire understanding and agreement between the Performer and the Company with respect to the subject matter hereof.