

MODEL RELEASE AND CONSENT AGREEMENT

For Mayhem RED, operated by Mayhem Makers LLC ("Company")

IMPORTANT: Federal law (18 U.S.C. § 2257 & 28 C.F.R. 75) and major payment-card brand rules require that we verify age, identity, and consent for every person depicted in sexually explicit content. By signing this Agreement you certify that you have read it in full, understand it, and agree to its terms.

1. Performer's Affirmations

I, the undersigned performer ("Performer"):

1. Am at least **18 years of age** (or the age of majority in my jurisdiction, if higher) on the date of production.
2. Have provided valid **government-issued photo identification and a “selfie” photograph holding said ID** in accordance with Mastercard Rules (2021) and authorize the Company to retain and, if lawfully requested, share those images with regulators or payment processors within three (3) business days.
3. Am acting **voluntarily** and am not subject to force, fraud, coercion, or threat.

2 Compensation & Platform Role

Performer acknowledges that (a) The content uploader ("Uploader") controls the pricing and availability of the Content on Mayhem RED, and (b) Company merely **facilitates the sale and distribution** of such Content on a revenue-share or platform hosting basis under the Seller Terms.

Performer confirms that, if they are not the Uploader, that they have a fair compensation arrangement agreed to and documented with the Uploader. Performer further confirms that, if they are the Uploader, they will receive consideration via their Payout Profile and that such consideration constitutes full and fair payment for the rights granted herein, and that they have already made arrangements for fair compensation of any co-performers.

Performer understands that Company only sends payments to Uploader and it is the Uploader's responsibility to disburse payments or other compensation.

Independent-Contractor Relationship. Performer acts hereunder as an independent contractor, is solely responsible for payment of any applicable income, self-employment, or other taxes, and is not entitled to employee benefits, workers-compensation coverage, or unemployment insurance from Company.

3 Grant of Limited License & Trademark Use

1. **Ownership.** Performer retains all copyrights, trademark rights, and other intellectual-property rights in the Content and in their stage name, likeness, or other branding.
2. **Marketplace License.** Performer grants Company a **non-exclusive, worldwide, transferable license** to host, stream, display, reproduce, distribute, market, and sell the Content **only through the Mayhem RED platform** (including successor URLs, mobile apps, APIs, and CDN partners) and to sublicense those rights solely as required to payment processors, hosting/CDN providers, and lawful purchasers.
3. **Customer Licenses Irrevocable.** Licenses granted to end-users who lawfully purchased or downloaded the Content prior to any takedown or revocation shall remain in effect perpetually.
4. **Takedown Rights.** Performer may request removal of any Content from public display on Mayhem RED at any time via the platform's takedown tool. Company will honor the request within five (5) business days except where retention is required by law or necessary to service existing customer licenses.
5. **No Transfer of Ownership.** Nothing in this Agreement transfers ownership of the Content or Performer's trademarks to the Company.

4 2257 Recordkeeping

Uploader/Performer acknowledges that they are either the **primary producer** under 28 C.F.R. § 75.1(c)(1), or they have written permission and license from the primary producer to distribute and sell the content. **The primary producer must retain records pursuant to US law**, including ID copies, selfies, stage names, and dates of production, for a **period of 7 years after production** of the film, and should be able to produce them on request.

Company operates Mayhem RED solely as a **secondary producer** under 28 C.F.R. § 75.1(c)(2). Company will also store their own copy of records required by 18 U.S.C. § 2257 & 28 C.F.R. 75—including ID copies, selfies, stage names, and dates of production. Our custodian of records is:

Custodian of Records
Mayhem Makers LLC
8 The Green Suite B, Dover DE, 19901
compliance@mayhem.red

Performer agrees that such records will be available for inspection at all reasonable times by authorized federal agents.

Performer agrees to keep a hard copy of this signed agreement available for a period of 7 years after production and upload of their most recent content.

5 User-Generated, Co-Performer & Uploaded Material

Performer warrants and represents that:

1. Any material Performer uploads or provides is **original or properly licensed**, depicts **no minors**, and does not infringe any third-party rights.
2. **Every person who appears in the Content—including all co-performers—has signed this exact Model Release** (or a functionally identical successor form) and provided valid age-verification documents via the Mayhem RED **2257 Compliance tool** prior to any upload, listing, or sale.
3. Performer will **not upload, list, or sell** any Content featuring an individual who has not completed Mayhem RED's Model Release process.
4. **PASS Testing.** For Content depicting physical sexual contact with another performer, each participant has obtained a negative PASS-compliant STI test dated within the preceding fourteen (14) days and assumes all health risks inherent in such contact.

Performer shall indemnify and hold Company harmless from any claim arising from a breach of the warranties in this Section.

6 Card-Brand & Regulatory Compliance

Performer understands and agrees that Company may be required to disclose age-verification records, selfie-ID imagery, or other metadata to card brands, acquiring banks, or lawful authorities, and that each video must undergo and pass Company's pre-publication compliance review before it may be offered for sale on the platform. Performer consents to such disclosures and review processes solely for compliance purposes.

7 Limitation of Liability & Release

Performer releases and holds harmless Company and its affiliates from any liability arising out of the creation, distribution, or use of the Content, except for claims resulting from Company's gross negligence or willful misconduct.

8 Governing Law & Dispute Resolution

This Agreement is governed by the laws of the State of **Delaware**, excluding conflict-of-law rules. Any dispute shall be resolved by binding arbitration in Wilmington, Delaware, under the rules of the American Arbitration Association.

9 Signature Instructions

Performer shall print out only the last **Signature Page** of this agreement, sign it in legible ink, place their government ID on top of it, and upload the photo to the 2257 Compliance portal in the Mayhem RED dashboard, along with copies of their identification, selfie, and other compliance information.

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Performer Acknowledgment & Signature Page (for v1.0)

Legal Name: _____

Stage Name(s): _____

Date of Birth (MM/DD/YYYY): _____

Today's Date: ____ / ____ / _____

By signing below I certify that the above information is true and correct, that I have read and understood this Agreement, and that I agree to be bound by its terms.

Signature: _____

Place your Government ID Below, and Photograph this Signature Page for Upload:
