

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 – see section 5.B for the complete consent record requirements.

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 Prohibited Content

Performer represents, warrants, and covenants that the Content does **not** and will **not** contain, depict, promote, or facilitate any of the following:

1. **Minors.** Any individual under the age of 18 (or the age of majority in the applicable jurisdiction, if higher), whether real, simulated, animated, AI-generated, or implied, including content depicting adults portrayed as minors.
2. **Non-consensual conduct.** Any sexual act, nudity, or intimate depiction of a person who has not provided prior, informed, written consent to (a) being recorded, (b) the specific acts depicted, (c) distribution of the resulting Content on Mayhem RED, and (d) download or retention by end users where applicable.
3. **Trafficking, coercion, or exploitation.** Any person who is or appears to be a victim of human trafficking, sexual exploitation, force, fraud, coercion, blackmail, or debt bondage.
4. **Revenge, leaked, or stolen material.** Content distributed without the subject's consent, including so-called "revenge porn," hidden-camera, upskirt, or otherwise surreptitiously recorded material.
5. **Incest, bestiality, necrophilia, or non-consensual violence,** or any other content prohibited by applicable card-brand rules, the Mayhem RED Content Policy, or applicable law.
6. **Infringing material.** Content that infringes any third party's copyright, trademark, publicity, privacy, or other rights.
7. **Non-Consensual Intimate Images (NCII).** Any intimate visual depiction of an identifiable individual that was obtained or is being distributed without that individual's consent, as defined under the federal TAKE IT DOWN Act (Pub. L. 119-12, 2025) and applicable state law.

Any breach of this Section is a **material breach** of this Agreement and grounds for immediate takedown, account termination, forfeiture of pending payouts, and referral to law enforcement where appropriate.

5.A Informed Consent of All Depicted Persons

Performer represents and warrants that, prior to the recording and upload of any Content, **every person depicted** (including Performer, all co-performers, and any incidental participants) has given **specific, informed, written consent** to each of the following:

1. **Being depicted** in the Content, including the specific sexual or intimate acts portrayed;
2. **Recording** of the Content in the format produced (video, still image, audio, livestream, etc.);
3. **Upload and distribution** of the Content on the Mayhem RED platform and its CDN/hosting partners;
4. **Sale, streaming, and — where the Uploader has enabled the download option — permanent download and retention by end users** under the perpetual end-user license described in Section 3.3; and
5. **The retention of 2257 records and consent records** by the primary producer and by Company as described in Sections 4 and 5.B.

Consent obtained by fraud, duress, intoxication rendering a participant incapable of consent, or under conditions of employment or economic coercion is **not valid consent** for purposes of this Agreement.

Withdrawal of Consent. Any depicted person — including a co-performer who is not the Uploader — may withdraw consent to future distribution by submitting written notice to compliance@mayhem.red. Withdrawal of consent does not affect licenses already granted to end users who lawfully purchased or downloaded the Content prior to the withdrawal notice, as described in Section 3.3. Upon receipt of a valid withdrawal notice, Company will remove the affected Content from public sale and display within **five (5) business days**, or within **48 hours** if the withdrawal notice identifies the Content as Non-Consensual Intimate Imagery (NCII) as defined under the TAKE IT DOWN Act. Where a co-performer (and not the Uploader) submits a withdrawal notice, Company will notify the Uploader of the removal. Uploader shall have no claim against Company for revenue lost as a result of a takedown triggered by a co-performer's valid consent withdrawal.

5.B Retention and Production of Consent Records

Performer, in their capacity as Uploader or primary producer, shall **retain complete consent records** for every person depicted in the Content for a period of **not less than seven (7) years** following the date of last publication, including:

1. A signed copy of this Model Release and Consent Agreement executed by each depicted person;
2. Copies of each depicted person's government-issued photo identification and ID-holding "selfie";
3. Any supplemental scene-specific or act-specific consent forms;
4. Date and location of production;
5. PASS test documentation where required by Section 5.D.4; and
6. Any written communications materially evidencing consent, scope of consent, or withdrawal of consent.

Performer shall **produce any such record to Company within three (3) business days** of a written request from Company, its compliance personnel, a payment processor, card brand, or lawful authority. Failure to produce requested records within the specified timeframe is grounds for immediate removal of affected Content, suspension of pending payouts, and termination of this Agreement.

5.C Uploader's Verification Responsibility

Performer, in their capacity as Uploader or primary producer, **bears sole and primary responsibility** for verifying the identity and age of every person depicted in the Content prior to recording and upload. This responsibility includes, at minimum:

1. **Collecting and examining** original government-issued photo identification from each depicted person;
2. **Confirming** that the identification is valid, unexpired, and matches the person presenting it, including via a contemporaneous ID-holding selfie;
3. **Confirming** that each person is at least 18 years of age (or the age of majority in their jurisdiction, if higher) as of the date of production;
4. **Retaining** copies of all verification documentation in accordance with Section 5.B; and
5. **Submitting** such documentation to Company through the Mayhem RED 2257 Compliance tool prior to upload.

Company's secondary-producer review under 28 C.F.R. § 75.1(c)(2) and Section 4 **does not relieve** Performer of primary verification responsibility. Performer acknowledges that Company is entitled to rely on Performer's verifications, and Performer shall indemnify and hold Company harmless from any loss, liability, claim, or expense arising from false, incomplete, or negligent verification.

5.D NCII Reporting & TAKE IT DOWN Act Compliance

In accordance with the federal TAKE IT DOWN Act (2025) and applicable state non-consensual intimate imagery laws:

1. **Reporting mechanism.** Any person who believes that Content on Mayhem RED constitutes Non-Consensual Intimate Imagery (NCII) may submit a removal request to Company at compliance@mayhem.red or via the platform's dedicated NCII reporting tool. Reports must include sufficient information to identify the Content (e.g., URL, title, or thumbnail) and a statement that the depicted person did not consent to the distribution.
2. **48-hour takedown.** Upon receipt of a valid NCII removal request, Company will remove or disable access to the reported Content within **48 hours**, pending review. Company will notify the Uploader of the removal. The Uploader may submit a counter-notice with evidence of valid consent; if no such evidence is received within five (5) business days, the removal will be made permanent.
3. **Uploader liability.** Uploader represents and warrants that no Content they upload constitutes NCII. Any Uploader who uploads NCII in violation of this Agreement and applicable law shall indemnify Company for all resulting liability, including reasonable legal fees, regulatory fines, and damages awarded to affected individuals.
4. **No liability for good-faith removal.** Company shall not be liable to Uploader for any revenue lost, reputational harm, or other damages arising from a good-faith takedown of Content pursuant to an NCII report or TAKE IT DOWN Act compliance obligation.

5.E 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 or in Sections 5, 5.A, 5.B, 5.C, or 5.D.

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

Performer Acknowledgment & Signature Page (for v1.1)

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:
