

**DIVERXITY, INC.**  
**MASTER PRODUCTION AGREEMENT**

This Master Production Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between \_\_\_\_\_, (“Producer”) and \_\_\_\_\_, an individual (“Talent”) who is at least eighteen (18) years of age as of the Effective Date and that has provided full and accurate personal information in Exhibit A.

**RECITALS:**

Producer is engaged in the business of developing, distributing, packaging, and marketing of various programs and recorded entertainment shows for exhibition and delivery over Internet delivery systems throughout the world, including, but not limited to, distribution of the Content for presentation on Diverxity.com (the “Website”).

Producer employs certain talents and actresses for various productions that the Producer is engaged. Producer desires to utilize, from time to time, the services of Talent on one or more Session Sheets, and Talent is willing to provide such services to Producer pursuant to the terms and conditions of this Agreement. As used in this Agreement, “Session Sheets” describe the services to be performed by Talent and the compensation payable to Talent.

Therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

**1. SERVICES PROVIDED**

Upon the request of Producer, Talent will render services to Producer, as an actor and/or talent, of an adult nature, as more fully set forth in the applicable Session Sheet (“Performance”). If set forth in the Session Sheet, Talent hereby acknowledges and understands that portions of the movie and/or the photo shoot may portray sexually oriented behavior, and in such case, Talent agrees to the terms set forth in Addendum 1. However, Talent understands that the compensation to be received hereunder is not for provision of sexual services, but rather for services rendered as an actor in reference to the aforementioned filming or photography.

Talent’s Performance will be on a non-exclusive basis until the completion of the principle photography of the motion picture, video, web content or such similar production (hereinafter “Content”). Talent shall perform in good faith and to the best of Talent’s ability, in the manner and at the times and places directed by Producer, all of the services required by the Producer hereunder, including but not limited to pre-production and post-production services such as: producing retakes, added scenes, transparencies, close-ups, sound track, process shots, trick shots and trailers for changes in the Content. Talent shall comply with all reasonable directions, requests, rules and regulations of Producer in connection therewith, whether or not the same involve matters of artistic taste or judgment.

**2. COMPENSATION**

A. For any and all services provided by Talent, Talent shall be entitled to a percentage of Net Revenue from Diverxity as described at [www.diverxity.com/payoutmodel](http://www.diverxity.com/payoutmodel) and further set detailed in the Session Sheet. In the event the Content is used pursuant to Section 6 below for any purpose other than publication on, and promotion of, the Website, the parties agree that Talent shall be entitled to a pro-rata share of the Net Profits for such uses, or as otherwise agreed on the Session Sheet.

B. Talent may track his/her earnings using his/her account on Diverxity.com and may request a payout from retained earnings when he/she has accrued monies in excess of the minimum payout threshold set at [www.diverxity.com/payoutmodel](http://www.diverxity.com/payoutmodel), but no payouts shall be made more than once per month.

C. Talent shall at all times hereunder be acting as an independent contractor and agrees to pay all taxes under the applicable laws of Talent’s jurisdiction. All payments to Talent hereunder shall be deemed to be equitable and inclusive remuneration for all services rendered by Talent in connection with the Content in consideration of the rights granted to Producer and Diverxity hereunder and except as set forth in the Session Sheet or as set forth on the Website, no further sums shall be payable to Talent by Producer by reason of the use of the Content and all results and proceeds of Talent’s services hereunder in any and all media throughout the universe pursuant to any collective bargaining agreement, if any, or otherwise, by way of residuals, repeat fees, pension contributions, or any other monies whatsoever.

D. All compensation obligations by Diverxity to Talent under this Agreement shall terminate upon death of Talent.

**3. PAYMENT**

Any monies agreed to be paid to Talent at the time of the Performance (“Advances”) shall be specified in the Session Sheet and paid at the conclusion of the Performance. Monies earned through publication on Diverxity.com will be paid pursuant Section 2 above, and as set forth in the Session Sheet.

**4. INSURANCE**

Talent warrants that to the best of Talent’s knowledge Talent is in good health and has no condition which would prevent Producer from obtaining life, health, accident, cast or other insurance covering Talent at premium rates normal to Talent’s age and sex, without any unusual exclusion or limitation of liability on the part of the insurer.

**5. TERM AND TERMINATION**

A. The term of this Agreement shall commence upon the Effective Date, and continue unless terminated by Producer by providing notice to Talent.

B. Subject to Talent’s obligations with respect to any advances provided to Talent pursuant to an applicable Session Sheet, either party may terminate this Agreement upon ten (10) days prior written notice to other party.

**6. GRANT OF RIGHTS**

A. Talent grants to Producer and its assigns the following non-exclusive rights:

i. To photograph or otherwise reproduce all and any part of the Talent’s performances, acts, poses, plays, and appearances of any kind and nature made or done by Talent in connection with the Performance and/or Content;

ii. For any video content, to record or otherwise reproduce Talent's voice and all musical, instrumental or other sound effects produced by Talent (hereinafter "Audio Portion") in connection with the Performance and/or Content, and reproduce, issue, sell and transmit same, either separately or in conjunction with the Performance and/or Content or any parts thereof.

iii. Pursuant to the fees in the Session Sheet, to exhibit, sell, assign, transmit, and reproduce, and license others to do the same, whether by means of motion pictures, still camera photographs, radio, televised motion pictures, video discs (DVD), printing, or any other means now known or unknown, any and all of the Performance, Content, Audio Portion (as applicable) and/or Content (collectively "Alternate Media");

iv. For no additional consideration to Talent, to use the Performance and/or the Audio Portion (as applicable) in connection with the advertising and exploitation of the Content, including but not limited to, the creation of previews and trailers, one-sheets, flyers, catalogs, and covers or wrappers of sound track recordings, discs, tapes, and/or cassettes, and in connection with the sale of any by-products or merchandising relating to the Content, and any characters, themes, plot, or other elements or rights therein contained;

v. To use the Performance and or the Audio Portion (as applicable), or any part thereof, as a portion of a motion picture or other work other than the Content specified herein, and for the advertising thereof, and in connection with the sale of any by-products or merchandise relating thereto and to reproduce and/or transmit same by and in any media now known or unknown;

vi. To cut, edit, add to, subtract from, arrange, rearrange, shorten, and revise the Performance and Audio Portion (as applicable) and the Content in any manner as Producer may, in its sole and complete discretion determine and, from time to time, to change the title thereof.

B. Talent further grants to Producer the nonexclusive, rights to use and license to others the Talent's legal and stage names, biographical information, and reproductions of Talent's physical likeness and/or voice, for the purpose of advertising and exploiting any work embodying the Performance and/or Audio Portion (as applicable), and the right to use any of the rights herein granted for commercial advertising or publicity (including endorsements) in connection with any product, commodity, or service manufactured, distributed, or offered by Producer in connection to the Content and/or Performance.

C. Talent hereby grants to Producer and Diverxity (in the event Producer is not Diverxity) and its assigns, a worldwide, non-exclusive license to use, execute, reproduce, modify, display, perform, and distribute copies of, and prepare derivative works based on, the results and proceeds of Talent's services and performances pursuant to this Agreement and any and all material works, writings, "gags," characters created, or dialogue composed, submitted, or incorporated by Talent in connection with the preparation or production of the Content (hereinafter "Material"). All said Material, the copyrights therein, and all renewals, extensions or reversions of copyright now are hereafter provided shall remain the property of Talent, and who shall be remain the author thereof.

D. Upon Talent's consent, Talent grants Producer the right to issue publicity concerning Talent and to issue photographs of Talent and to affix to such publicity and/or photographs what purports to be Talent's signature. Notwithstanding the foregoing, no Talent consent is required for the publicity rights associated with Section 6(A)(iii).

## **7. RECORDS**

Producer shall maintain such books and records as may be needed in order to accurately comply with Federal notice laws and other laws. Talent agrees to cooperate with Producer in case of need for records such as a driver's license and other identifying records.

## **8. WAIVER**

Talent understands and agrees that:

A. Talent shall have no right to inspect or approve the finished product or its use in the Content or other work in connection thereto, but reserves the right to terminate this Agreement pursuant to Section 5(B);

B. Talent releases Producer, its representatives, agents, sub-contractors, employees, successors, and assigns from any liability for and by virtue of any distortion of the Performance, Audio Portions (as applicable), photographs, stills, and images, including but not limited to, blurring, alteration, retouching, and/or optical illusion. Talent further agrees to release Producer, its representatives, agents, sub-contractors, employees, successors, and assigns from any liability for any use of the Performance, Audio Portions (as applicable), photographs, stills, and images which may hold Talent in an unfavorable light, whether such act is intentional or otherwise, however Producer agrees to use reasonable efforts to cast Talent in a positive manner. Talent acknowledges that if he/she determines, in his/her reasonable discretion, that he/she has not been cast in a positive manner, Talent may terminate this Agreement pursuant to Section 5(B).

## **9. AGE VERIFICATION AND CONFIRMATION**

Talent hereby verifies and confirms that Talent is over the age of 18 and offers proof pursuant to 18 USC §2257 and 28 CR 75.1 et seq. by way of the official government issued identification attached hereto as part of Exhibit A.

## **10. WARRANTIES**

A. Talent hereby represents, warrants, and agrees that he/she has the right, power, and authority to enter and perform this agreement and to grant the rights herein. Talent further represents, warrants, and agrees that Talent is not bound by a prior agreement to a third party that will interfere with the performance of this Agreement.

B. Talent also warrants and represents that if Talent will be performing any Content which includes any vaginal or anal intercourse, or oral sex, Talent agrees to comply with the provisions set forth in Addendum 1.

## **11. LIMITATION OF LIABILITY**

**Producer shall not be liable for any incidental, consequential, indirect, or punitive damages arising out of or connected with the subject matter of this agreement. Without limiting the foregoing, except as expressly stated in this agreement, producer makes no representations or warranties of any kind, either express or implied, as to any matter including, without limitation, implied warranties of fitness for a particular purpose, merchantability or otherwise which would extend beyond the express representations and warranties contained in this agreement. In no event shall producer's aggregate liability under this agreement for any claim exceed the amount of money payable to you hereunder.**

**12. NOTICE**

All notices and other communications given to a party under this Agreement shall be in writing and mailed by first class mail, or delivered by hand to the party at its address set forth above, however any information communications between the parties may be sent via email.

**13. NO AGENCY**

The parties understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither party shall be considered to be the agent, master or servant of the other party for any purpose and that neither has any general authority to enter into any contract, assume any obligations or to make any warranties or representations on behalf of the other.

**14. GOVERNING LAW; VENUE; ARBITRATION**

This Agreement shall be governed by and construed under the laws of the State of California and the United States as applied to agreements between California state residents entered into and to be performed within the State of California, except as governed by Federal law. Any and all disputes as to the interpretation of or any performance under these Terms and Conditions which are not first resolved informally, shall be determined by binding arbitration in accordance with the rules of the American Arbitration Association. The final award in any such arbitration proceeding shall be subject to entry as a judgment by any court of competent jurisdiction, provided that such judgment does not conflict with the terms and provisions hereof.

**15. COMPLIANCE WITH LAWS**

Talent and Producer will comply with all applicable Federal, State and Local laws in the performance-production and not violate any adult use, obscenity or other applicable laws.

**16. MISCELLANEOUS**

A. Talent agrees, for any video Content, that Producer may, by use of others, “double” or “dub” any acts, poses, plays, appearances, voice, or sound effects attributed, or to be attributed to the character portrayed by Talent in the Content in such circumstance as Producer in its sole and complete discretion shall deem necessary.

B. Producer shall have the right to assign this Agreement and any of the rights granted herein, in whole or in part, to any person, firm, corporation or entity, and nothing contained herein shall imply anything to the contrary. Upon the assignee's assumption of the obligations of Producer with respect to the rights so assigned, Producer shall be relieved of all such obligations..

C. This Agreement shall be binding upon the parties and their respective and authorized successors and assigns.

D. This Agreement constitutes the full, complete , and entire Agreement between Talent and Producer concerning the subject matter herein; it supersedes prior understandings, agreements or arrangements between the parties with respect to the subject matter of this Agreement and shall not be amended, modified, changed, renewed, extended, or discharged except as specifically provided herein, or by an instrument in writing signed by the party against whom enforcement of such amendment, modification, change, renewal, extension, or discharge is sought. Talent and Producer each hereby acknowledge that neither has entered into this Agreement in reliance upon the term, condition, representation, or warranty not stated herein. No waiver by Producer of any failure of any condition or of the breach of any condition hereunder shall be deemed to be a waiver of any preceding or succeeding failure and/or breach of any other condition or obligation.

Acknowledged and Agreed to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by:

FOR PRODUCER:

PRODUCER NAME:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Address

TALENT:

\_\_\_\_\_  
Talent Signature

\_\_\_\_\_  
Stage Name Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Stage Name

\_\_\_\_\_  
Address