

Streamray Customer Broadcast Agreement

The Streamray Customer Broadcast Agreement (this "Agreement") is made by and between Streamray Inc., a Nevada corporation ("Streamray"), having as its principal place of business 5258 South Eastern, Suite 100, Las Vegas, Nevada 89119 and the undersigned ("Customer", "Studio", "you" or "your").

1. E-Commerce Services. Customer agrees to purchase and Streamray agrees to provide e-commerce services to the Customer's models and performers (the "Performers" or "Performing Customers") on the Streamray website (including any co-branded websites, the "Streamray Website"). These services include, but are not limited to, providing Customer with a solution to broadcast and market Performer's video chat services ("Customer Services" or "Performer's Services") on the Streamray Website, marketing Performer's Services to third-party users (the "Users" or "Viewers"), and collecting and processing fees paid by Users for Performer's Services (collectively, the "Streamray Services"). Customer represents one or more Performer(s) and shall coordinate the appearances of the Performers on the Streamray Website. For purposes of 18 USC section 2257, Performer shall be considered a "performer" and the Customer shall be considered the "primary producer." Customer and Performer may be the same individual.

Streamray does not provide ISP, bandwidth or other similar computer or network services to either the Performer or Customer.

2. Payment for Streamray Services. In consideration for providing the Streamray Services, Streamray will deduct from the User fees that it collects for Performer's Services and retain for its own account the percentage posted at www.streamray.com/percentage-payout.html. After the payment for Streamray Services has been deducted, the remaining amount will be paid to Customer. Streamray will only permit Customer's Performer(s) to charge Users within the per minute fee range as posted at www.streamray.com/percentage-payout.html. Streamray may update the percentage and fee range lists from time to time in its sole discretion, and the then-current percentage and fee range shall apply to Performer's Services when rendered by Performer.

Streamray may further deduct amounts necessary to recover charge backs, refunds, and credits associated with Performer's Services. Streamray may, at its sole discretion, determine if any chargeback or User refund or credit is valid and appropriate.

Payments will be made to the Customer. Customer is responsible for compensating all Performers based upon an agreement with the Performer(s).

3. Broadcast Release; Performer Acknowledgement and Agreement; Streamray Broadcast Acceptable Use Policy and Rules; Incorporation by Reference.

(a) Prior to broadcasting on the Streamray Website, any Performer whom you represent must execute a broadcast release (the "Broadcast Release"), which is attached hereto as Exhibit "A", and a Performer Acknowledgement and Agreement form, which is attached hereto as Exhibit "B". Although you are solely responsible for the content of the Performer's Services, the

Performer must also comply with the Streamray Broadcast Acceptable Use Policy and Rules (the "Policy"), which is posted at www.streamray.com/aup.html. Performer's failure to comply with this Policy may result in the termination of this Agreement or other restrictions, e.g., suspension of Customer's right to broadcast and may result in legal action taken against Customer and Performer.

(b) The Broadcast Release, the Performer Acknowledgement and Agreement and the Policy are hereby incorporated by reference.

(c) (i) Studio represents and warrants that it (or any party so engaged or employed by Studio) has no property or other interest in any part of the results and proceeds of any Performer (including, without limitation, the feed, the content, etc.) and hereby quitclaims to Streamray any and all of its right, title and interest in the foregoing.

(ii) In furtherance of such acknowledgement noted in subparagraph 3(c)(i), Studio hereby releases, acquits, forgives, and discharges Streamray from any actions, claims, demands, suits, agreements, judgments, liabilities, and proceedings, whether arising in equity or in law, and in particular arising from any rights, intellectual property disputes or other claims related to this Agreement which said Studio ever had, now has, or which any personal representative, successor, heir or assign of Studio, hereafter can, shall or may have, against Streamray, by reason of any matter, cause or thing whatsoever, from the beginning of time and in perpetuity. This release is binding upon all successors in interest and personal representatives of Studio.

(iii) Except as provided herein, intellectual property rights related to Performers are governed solely by the Broadcast Release.

4. Term. This Agreement is effective upon notification to you that Streamray has accepted all the necessary documentation necessary to complete your application and shall remain in effect until terminated by either party. Streamray may terminate the Streamray Services and/or this Agreement at any time upon written notice to Customer.

5. Performer's Age; 18 USC section 2257. Customer represents and warrants that it has reviewed (or will review) any government issued identification documents of any Performer(s) that he, she or it represents and that these Performers are over eighteen (18) years of age or older at time of the execution of this Agreement. Performer shall also provide to Streamray accurate and complete documentation for purposes of 18 USC section 2257, and its regulations, prior to broadcasting on the Streamray Website. Customer further represents and warrants that he, she or it maintains (and will continue to maintain) copies of all government issued identification documents at its principal place of business.

6. Choice of Law and Forum. This Agreement and the rights of the parties hereto shall be governed by and construed under the laws of the State of California applicable to agreements made and performed therein. For purposes of this Agreement, you consent to personal jurisdiction of and venue within the state and federal courts located within the State of California, and you agree not to contest such jurisdiction or venue. Any and all disputes arising out of or related to this Agreement shall be referred to binding arbitration before a retired judge

at JAMS (jamsadr.com) in Santa Clara County, California pursuant to its JAMS Comprehensive Arbitration Rules and Procedures then in effect; provided that this Agreement shall not preclude Streamray from seeking emergency or injunctive relief against you for violations of this Agreement, including your failure to comply with the Policy.

7. Assignment. Customer may not assign, delegate or otherwise transfer this Agreement without the prior written approval of Streamray; any assignment, delegation or transfer by you is void ab initio.

8. Indemnification. Customer agrees to indemnify, defend and hold Streamray, its affiliates and their respective officers, directors, owners, shareholders, members, employees, attorneys, successors, agents, assigns and representatives (collectively, the "Streamray Entities") harmless from and against any and all losses, liability, claims, damages, costs and expenses, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable attorney's fees and costs, arising from, or relating to, your Customer Services, or any breach of your obligations or representations and warranties in this Agreement.

9. Limitation of Liability. IN NO EVENT WILL THE STREAMRAY ENTITIES BE LIABLE TO YOU FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, INTERRUPTION OF OR FAILURE TO PROVIDE STREAMRAY SERVICES, COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR FOR ANY EXEMPLARY, CONSEQUENTIAL, SPECIAL, PUNITIVE AND SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. IN NO EVENT SHALL THE STREAMRAY ENTITIES' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS RETAINED BY STREAMRAY FOR ITS OWN ACCOUNT FOR SERVICES RENDERED PURSUANT TO, AND CONSISTENT WITH, THE TERMS OF AGREEMENT.

10. Merger. This Agreement, including the Broadcast Release (Exhibit "A"), Performer's Acknowledgement and Agreement (Exhibit "B") and the Policy, constitutes the entire agreement between the parties relating to the subject matter herein and shall supersede any prior Agreements related to the subject matter.

11. No waiver. Failure to enforce the provisions of this Agreement shall not constitute a waiver at any time. No waiver of any breach under this Agreement shall be deemed a waiver of any subsequent breach.

12. Severability. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid and/or unenforceable, the remainder of this Agreement and the application of such provision to any other parties or circumstances other than those as to which it is held invalid and/or unenforceable, shall not be affected thereby; and each such other term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

13. Amendment. Streamray reserves the right to amend this Agreement from time to time. In such an instance, you will be notified in writing by email and/or posting on the Streamray Website and given the opportunity to accept the changes to this Agreement using a click-through agreement or alternate method as otherwise described at the time of the amendment. Streamray will not enable you to provide Customer Services until you have confirmed your acceptance of an amendment to this Agreement noticed to you.

14. No Agency. No agency, partnership, independent contractor, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. Neither party shall have the power to obligate or bind the other party in any manner whatsoever.

15. Headings; Counterparts. The headings used herein are for convenience only and shall not be deemed to define, limit or construe the contents of any provision of this Agreement. This Agreement may be executed in two or more counterparts, and via faxed or e-mailed handwritten signatures, each counterpart of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

16. Force Majeure. Neither party shall be held responsible for delay or failure in performance hereunder caused by acts of nature, strikes, embargoes, fires, war, or other causes beyond their reasonable control.

17. Notices. Except as explicitly stated otherwise, legal and other notices shall be served, personally or by mail, on Streamray Inc at 220 Humboldt Ct, Sunnyvale, CA 94089, Attn. Customer Service Department or to you at the email address as listed in your Customer profile. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement.

THIS AGREEMENT IS NOT BINDING ON STREAMRAY UNTIL AN AUTHORIZED
STREAMRAY REPRESENTATIVE HAS NOTIFIED YOU IN WRITING OF THE
ACCEPTANCE OF THIS AGREEMENT.

Streamray Inc.

By: **/STREAMRAY INC./**

Customer:

John James (COMPANY NAME, IF ANY)

John James (SIGNATURE)

John James (PRINT NAME)

____ (TITLE, IF ANY)

7/23/09 (DATE)

Address: 123 Eastern Ave

Las Vegas NV 89119

Telephone: 702-555-1212

Email: jj@yahoo.ca

Taxpayer ID number (if applicable): N/A

