

TERMS AND CONDITIONS- Top Model Academy rules

Article 1- General Conditions

1.1. These terms and conditions for the Top Model Academy (hereinafter, "Academy") govern the relationship between you (the Model) and subject to your identified country/registered billing address, either JWS Americas S.à r.l., a Luxembourg law governed private limited liability company with registered address at 44, Avenue John F. Kennedy, L-1855, Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number 249.539 provided you are identified as based in the United States of America or JWS International S.à r.l., a Luxembourg law governed private limited liability company with registered address at 44, Avenue John F. Kennedy, L-1855, Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number 249.566 provided you are identified as based in any other country but the United States of America (JWS Americas S.à r.l. or JWS International S.à r.l. where relevant being hereafter referred to as "Website Operator").

1.2. Participating in the Academy implies full and unconditional acceptance of these terms and conditions.

Article 2- Participants and terms of the Academy

2.1. The following individuals may participate in the Academy (hereinafter, the "Model" or the "Participants"):

- a) any person who has reached the age of 18;
- b) who has registered and have their profile approved by the Website Operator;
- c) From the Countries specified in the article 3 mentioned below hereinafter ("Territory").
- d) Bonus income or Guaranteed Income may vary depending on the Model Category. Any type of bonus shall not be considered as a recurring advantage or entitlement, it does not guarantee or imply that a bonus will be granted in the future under similar or any other circumstances.
- e) Should be within the Newbie Period. The Newbie Period for the Model shall be defined as the initial 60 days of active engagement on LiveJasmin;
- f) In case of couple accounts, in order to ensure the program availability, the Website Operator will check the registered country of the first person listed. If the country is classified as Tier-1, they are included in the program.

Article 3- Participation Mechanism and Guaranteed Income or Bonus allocation

3.1. The Model, depending on the category and country where it's located, shall be entitled to earn a Guaranteed Income or a Bonus Income during each Period. If during one Period the Model does not meet the requirements, she can still be entitled to earn a Guaranteed Income or a Bonus Income during the following Period.

3.2. TMA Venus Program:

3.2.1 Only applicable to Models in the **Male** category from **Tier 1 countries**, and Models in the **Female** category from **Germany**.

3.2.1.1 Tier-1 Countries shall mean: (i) Austria, (ii) Australia, (iii) Belgium, (iv) Canada, (v) France, (vi) Germany, (vii) Hong Kong, (viii) Italy, (ix) Japan, (x) Liechtenstein, (xi) Luxembourg, (xii) Macao, (xiii) Malaysia, (xiv) Monaco, (xv) Netherlands, (xvi) Singapore, (xvii) South Korea, (xviii) Spain, (xix) Switzerland, (xx) Taiwan, (xxi) Thailand, (xxii) the United Kingdom, (xxiii) United States (hereinafter, “Model”).

3.2.2 The Model must comply with the conditions described below and maintain them throughout the entire Period (6 Periods in total) in order to be entitled to earn the Fixed Income.

1. **Period 1- Fixed Income of \$1000:**
 - a. Be actively online and streaming for at least 60 hours on the Website during the Period.
 - b. The Model must become a Selected Model category.
2. **Period 2- Guaranteed Income of \$1000**
 - a. Be actively online and streaming for at least 60 hours on the Website during the Period.
 - b. The Model must achieve having 30 Members add the Model to their favorites.
 - c. The Model is required to reply to at least 60% of the recommended messages.
3. **Period 3 - Guaranteed Income of \$1000:**
 - a. Be actively online and streaming for at least 60 hours on the Website during the Period.
 - b. Respond to offline messages within a maximum response time of 40 minutes.
 - c. Upload at least 3 Video Call Teasers.
 - d. Upload at least 3 Desktop Teasers.
 - e. Upload at least 3 Mobile Teasers.
4. **Period 4 - Guaranteed Income of \$2000:**
 - a. Be actively online and streaming for at least 60 hours, of which at least 20 hours must be from Vibes (mobile live time).
 - b. Have at least 1 Video Call of a minimum of 5 minutes long.
 - c. Have at least 3 Video Calls.
 - d. Reply to at least 90% of your recommended messages.
 - e. Launch at least 3 VIP Shows per day (completed shows will count).
5. **Period 5 - Guaranteed Income of \$2000:**
 - a. Be actively online and streaming for at least 60 hours on the Website during the Period.
 - b. Start at least 40% of the Model’s VIP Shows.
 - c. Convert at least 30% of Hot Deals into Private Shows.
 - d. Reach a minimum 15% purchase rate for premium messages.
 - e. At least 20% of the Model’s sent offline messages must include media.
6. **Period 6- Guaranteed Income of \$2000:**
 - a. Be actively online and streaming for at least 60 hours on the Website during the Period.
 - b. Respond to offline messages within a maximum response time of 20 minutes.
 - c. Achieve at least a minimum of 30 Members who spend money on the Model.
 - d. Achieve at least a minimum of 10 Members who spend money on the Model more than once.
 - e. Achieve at least a minimum of 50 Members who spend money on the Model's Interactive Toy.

3.3. **TMA Program:**

3.3.1 Only applicable to Models in the Female category from Tier 1 countries, excluding Germany: (i) Australia, (ii) Austria, (iii) Belgium, (iv) Canada, (v) France, (vi) Hong Kong, (vii) Italy, (viii) Japan, (ix) Liechtenstein, (x) Luxembourg, (xi) Macao, (xii) Malaysia, (xiii) Monaco, (xiv) Netherlands, (xv) Singapore, (xvi) South Korea, (xvii) Spain, (xviii) Switzerland, (xix) Taiwan, (xx) Thailand, (xxi) The United Kingdom, (xxii) United States (hereinafter, “Model”).

3.3.1 The Model must comply with the conditions described below and maintain them throughout the entire Period (3 Periods in total) in order to be entitled to earn either the Guaranteed Income or the Bonus Income.

1. **Guaranteed Income of \$1500:**

- Reach and maintain 65% Traffic Score until the end of Period 1, 70% Conversion Score until the end of Period 2 and 50% Engagement Score until the end of Period 3.
- Be actively online and streaming for at least 40 hours on the Website during each Period.

2. **Guaranteed Income of \$3000 or 30% Bonus Income (whichever is higher):**

- Reach and maintain 65% Traffic Score until the end of Period 1, 70% Conversion Score until the end of Period 2 and 50% Engagement Score until the end of Period 3.
- Be actively online and streaming for at least 80 hours on the Website during the Period.

3. **Guaranteed Income of \$3000 or 50% Bonus Income (whichever is higher):**

- Reach and maintain 75% Traffic Score until the end of Period 1, 75% Conversion Score until the end of Period 2 and 75% Engagement Score until the end of Period 3.
- Be actively online and streaming for at least 80 hours on the Website during the Period.

(c) In each phase, you must meet the corresponding cumulative conditions to earn the respective bonus income.

(d) Taxes: Each Model shall be responsible for paying their own taxes in accordance with the applicable regulations of their country of residence.

(e) Payment of the Guarantee Income and of the Bonus Income, shall be subject to the terms of the normal payouts scheme provided in the Master Service Agreement.

(f) The Guaranteed Income will be paid as a bonus on top of the Period earnings.

(g) The Bonus Income will be calculated over the Model’s Level dependent incomes achieved during the Period.

Article 4- Fraudulent use of the Academy

4.1. The purpose of the Academy is to assist newly registered Models in launching their careers. By participating in the Academy, you agree to abide by all present General Terms and Conditions and to conduct yourself fairly towards the Website Operator. In this context, should there be any abuse on your part in the use of the Academy or towards the Website Operator, the Website Operator reserves the right to (i) suspend or cancel your participation in the Academy, and/or (ii) cancel any unpaid amounts

associated with the Academy. In such cases, the Website Operator will carry out such suspension and/or cancellation after notifying you through appropriate means of communication.

4.2. The suspension and/or cancellation of your participation in the Academy and/or of associated unpaid amounts in cases of abuse do not entitle you to any form of compensation.

4.3. Without limitation, the following are considered as abuse within the scope of this Article: (i) fraud or attempted fraud, (ii) theft or attempted theft, (iii) inappropriate use or misappropriation of the Academy, (iv) actions likely to disrupt the operation of the Academy, or more generally, (v) failure to comply with the provisions outlined in these Master Service Agreements.

Article 5- Modification, Suspension and cancellation of the Academy

5.1. The Website Operator reserves the right to freely modify and change the present General Terms and Conditions, at any time and at its sole discretion. The latest version of the General Terms and Conditions applicable to the Academy can be consulted on the Website Operator's website.

5.2. The Website Operator reserves the right to modify, suspend, or terminate the Academy. In the case of suspension or termination of the Academy.

5.3. The modification, suspension, or cancellation of the Academy does not give you any right to compensation.

Article 6- Liability

6.1. To the extent permitted by law, the Website Operator shall not be liable for any direct, indirect, incidental, or consequential damage that may be caused by anomalies in the operation of the Academy, whatever the cause of these anomalies.

6.2. The Website Operator is not responsible if any transfer of the amounts due are lost, stolen, or destroyed.

Article 7- Applicable law and jurisdiction

7.1. The present General Terms and Conditions are subject to the laws of the Grand Duchy of Luxembourg.

7.2. In the event of a dispute, we invite the Model to contact our customer relations service in order to find an amicable solution. In the absence of an amicable solution, the Courts of the District of Luxembourg shall have sole jurisdiction to hear any dispute.