

**TALENT AGREEMENT**

<b>Dated:</b> As of _____, 2017.	<b>Start Date of Services:</b> Start date currently anticipated to be no later than _____, 2017.
<b>Talent:</b> _____ ("Talent")	
<b>Talent's Address:</b> _____ _____	<b>Cycle:</b> One (1) episode a day, four (4) days a week for not less than twelve (12) weeks, for a total of forty eight (48) episodes of the Program, with each episode having a running time (exclusive of main and end credits) of no less than fifteen (15) minutes (a "Cycle"). For further clarity, Talent agrees to appear in/provide Services for not less than sixteen (16) episodes per month.
<b>Program(s) / Network(s):</b> " _____ ": (the "Program"). _____ ("Network")	<b>Role / Services:</b> On-Camera Host/Personality/Narrator/Voice-Over Talent/Voice Talent ("Services").  Talent will provide Services for at least one (1) Cycle of the Program.
<b>Travel &amp; Production Dates / Location(s):</b> On-camera Services currently scheduled to start no later than _____, in _____.	<b>Compensation:</b> \$

**Additional Terms and Conditions**

- A. **Services:** Network hereby engages Talent, and Talent hereby accepts such engagement, to render personal services as an On-Camera Talent, Personality, Narrator, Voice-Over Talent, and Voice Talent for and in connection with the Program. Talent's services are further described in Paragraph 1 of the Standard Terms and Conditions as set forth below (the "Standard Terms").
- B. **Credit:** In Network's sole discretion, and provided that Talent is not in breach or default of his/her obligations, warranties and representations hereunder, Talent may receive an end credit in each episode of the Program in which Talent actually appears and/or renders Services. All elements of any credit provided hereunder, including without limitation size, style and placement, shall be at Network's sole discretion. No casual or inadvertent failure by Network to provide such credit, nor any failure by any third party to provide such credit, shall be deemed a breach of this Agreement.
- C. **Service/Options:** Talent's Services shall be rendered on an exclusive basis during the period commencing on the date hereof and continuing until the initial exhibition of the final episode of the then current Cycle of the Program ("Service Term"). Network shall have three (3) exclusive, consecutive, dependent options (each an "Option") to extend the Service Term and engage Talent to provide Services for additional Cycles of the Program (e.g., for a second Cycle) on the same terms and conditions as set forth in this Agreement. Network shall exercise each such Option, if at all, in writing (email being deemed sufficient) no later than the last day of the then-current Service Term. Upon prior written notice to Talent, Network, in its sole discretion, shall have the right to increase the number of episodes for a Cycle in which Talent shall render services in the Service Term and/or determine the number of episodes for which Talent shall render services for a Cycle in any subsequent Service Term. Notwithstanding the foregoing provisions of this paragraph, Network will have the right, in its sole discretion, to accelerate commencement of any subsequent Service Term to any date during the preceding Service Term (thereby terminating said preceding Service Term on the day before said date) and/or to extend the termination date of any Service Term if such extension is for the purpose of completing the applicable production order of episodes for the current Cycle of the Program during such Service Term. Any accelerated Service Term will continue until the date upon which such Service Term would terminate hereunder in the absence of such acceleration unless extended pursuant to any provision hereof. Extension of any Service Term will delay the commencement and, at Network's election, the termination of any succeeding Service Term by a period lesser than, or, in Network's sole discretion, equal to the period of such extension and will also extend the date(s) for

Network's exercise of any Option by a period equal to the period of such extension. Network's right to extend any Service Term pursuant to this paragraph will not limit any other right of extension provided to Network under this Agreement.

D. Promotional Requirements for Talent:

Talent shall coordinate with Network on the promotion of the Program produced by Network and/or featuring Talent, as applicable, through social media (e.g. Facebook, Snapchat, Instagram, etc.) the specifics of which shall be mutually agreed by Network and Talent after good faith discussion of the Talent's social media profile and the marketing and release strategy for the Program and shall include the following activities: 1) Talent shall post social announcement of Program in advance of the premiere episode of the applicable Cycle of the Program to active social account(s) based on agreed upon posting schedule, including but not limited to: Facebook, Twitter, Instagram, Snapchat, Vine, YouTube, including at least 30 seconds duration on YouTube; and 2) Talent shall post social announcement of each episode of the Program to active social account(s) based on agreed upon posting schedule, including but not limited to: Facebook, Twitter, Instagram, Snapchat, Vine, Youtube (where YouTube is a minimum of 30 seconds). Notwithstanding anything to the contrary contained in this section D, Network's decision as to the substance and schedule of all social media posts/promotions shall govern should the parties fail to agree.

E. Exclusivity:

Throughout the Service Term (and any extension thereof) (the "Exclusivity Period"), Talent's services shall be exclusive to Network in all media. In furtherance of the foregoing, unless Talent has obtained Network's prior written consent, Talent shall neither render services for, appear in, sponsor or otherwise endorse any programming, promotion, product or service (using or licensing Talent's Name and Likeness or otherwise) substantially similar to or that detracts from the Program in any media. Talent shall notify Network in writing, immediately after Talent's receipt of any third-party request for Talent's services, including without limitation publicity and personal appearance requests, and requests to use Talent's Name and Likeness (as defined in the Standard Terms) in association with any programming, promotion, product or service substantially similar to the Program, for Network's review and approval (or disapproval). For the sake of clarity, substantially similar shall mean any talk radio programming, including audio-visual and audio only programming.

F. Standard Terms and Conditions:

The Standard Terms are by this reference incorporated herein and made a part of this Agreement. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary set forth in this Agreement, all of each party's obligations hereunder, including without limitation, Network's obligation to engage Talent to render services, to pay compensation to Talent, or to accord Talent credit, are subject to the Standard Terms. In the event of a conflict between the Standard Terms of this Agreement below and the Additional Terms and Conditions above (the "Additional Terms"), the Additional Terms shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

AGREED TO AND ACCEPTED BY:

AGREED TO AND ACCEPTED BY:

**COMPANY.**

**TALENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

**STANDARD TERMS AND CONDITIONS**

1. **Engagement/Services.**

(a) This Agreement covers Network's engagement of Talent as an On-Camera Talent/Personality/Narrator/Voice-Over Talent/Voice Talent for and in connection with the Program at the Compensation set forth in the Additional Terms. Talent's services shall include all pre-production, production and postproduction services customarily rendered by On-Camera Talent/Personality/Narrator/Voice-Over Talent/Voice Talent in the entertainment industry and/or required by Network or its licensees, including without limitation any necessary (as determined by Network) research; rehearsals; travel; auditions; pickups; on-camera shoot days; narration; voice-over services; interstitials; wraps or other segment material; vignettes; on-and off-camera promos; openings, closings, trailers, lead-ins and lead-outs for use in and in connection with the Program; weblogs, vlogs and other interactive/social media content; "special" episodes; "behind-the-scenes" programs and books; consultation; [interviews for publications about the Program; creation of design plans; facilitating and overseeing all design plans and other related activities; building/repair, construction, and consultation on proposed project;] any other creative services as Network may assign Talent and Talent agrees that all such services shall be rendered in a first-class, professional manner and shall be subject to the instructions and direction of Network and its designated representatives, including, but not limited to any third-party broadcaster. Talent shall not engage in any activities that interfere with or delay the rendering of Talent's services hereunder. Network's determination in all matters respecting the performance of Talent's services (including without limitation matters involving artistic taste, quality and judgment) will be final and controlling. All services requested by Network shall be consistent with the editorial direction of Network and the Program.

(b) Talent further acknowledges and agrees that all services rendered hereunder, including Publicity and Promotional Services as defined below in sub-paragraph 1(c), shall comply with any and all Network guidelines and policies.

(c) Whenever Talent is rendering or is obligated to render services hereunder, and thereafter at such time or times as Network may require, Talent will, if, as and to the extent required by Network, cooperate with Network in such manner as Network deems necessary or desirable in order to furnish the services of Talent for the purpose of advertising, promoting, publicizing or otherwise exploiting the Program and any episode thereof, Network and/or Network's businesses, any network or sponsor of the Program, the products or services of Network or any such sponsor, or any rights granted to Network hereunder, including without limitation appearances at press and media events; print, radio and television interviews; satellite media tours; on-camera and off-camera promotions; still photography sessions; online chats/activities and other social media initiatives; Q&A sessions; "tweets" and notes from the field; autograph sessions; trade shows; in-store appearances (such appearances not to be construed as a direct or indirect endorsement of a product or sponsor); and making any public or personal appearances as may be requested by Network ("Publicity and Promotional Services"), all without additional compensation, unless otherwise stated in the Additional Terms.

(d) Network's obligations under this Agreement are conditioned upon the following (collectively "Conditions Precedent"): (i) Network's receipt of a fully signed copy of this Agreement and all exhibits hereto; and (ii) Network's receipt of all appropriate payment eligibility forms such as an INS Form-I9 and W-4 from Talent.

## 2. Rights / Ownership / Exploitation.

(a) Talent's services hereunder shall be performed on a "work-made-for-hire" basis, specially ordered or commissioned by Network, and, as such, all results and proceeds

from Talent's services and all material suggested, composed, written, performed or furnished by Talent in connection with the Program and all material owned or controlled by Talent which is incorporated or used in connection with the Program (collectively, the "Results and Proceeds") are owned exclusively by Network, its successors and assigns, in perpetuity and in all languages throughout the universe including, without limitation, all copyrights (and renewals and extensions thereof), for all now known or hereafter existing uses, media, forms, means and methods including, without limitation, all forms of motion picture, television, digital television, literary, dramatic, video cassette and video or laserdisc, video and computer games and any computer-assisted media (including, but not limited to CD-ROM, CD-I and similar disc systems, interactive media, internet media and multimedia and any other devices and/or methods now existing and/or hereinafter devised), sound recordings, publishing, merchandising and all allied and all ancillary and subsidiary rights therein. To the extent such Results and Proceeds do not vest in Network, its successors and assigns as a "work made for hire," Talent hereby irrevocably grants, assigns and transfers to Network, its successors and assigns, without any right of revocation, all of Talent's right, title and interest thereto (including, without limitation, all copyrights and trademarks, together with all goodwill) for valuable consideration acknowledged herein. For this purpose, Talent hereby appoints Network attorney-in-fact for the limited purpose of effecting this Agreement and executing all documents necessary to effect this assignment.

(b) As the rightful owner, Network has the unlimited right to cut, edit, add to, subtract and omit from, adapt, change, arrange, rearrange, or otherwise modify the Results and Proceeds including, without limitation, to double Talent or to freely "dub" or subtitle the Results and Proceeds into foreign languages and dialects. Network may produce the Program in whatever manner it chooses, including without limitation recording by means of motion picture camera, tape or other electronic device or for live broadcast and may from time to time change from one manner of production to another and Network shall also have the right, in its sole discretion, to change the title of the Program. Network shall have the right, without additional compensation to Talent, to (i) use and grant others the right to use the Program or any portion thereof, as a part of, or otherwise in connection with, any other television program or otherwise; (ii) use and reuse any portion of the Program, including without limitation any clip(s) or soundtrack(s) of Talent's services from the Program, in or as a trailer or spot advertisement in any medium to advertise, promote or publicize the Program, Network or any sponsor; and (iii) combine any episode of the Program, or any portion thereof, with any other episode of the Program or with any other television program or with any other material of any nature whatsoever and may exhibit such combinations on television, in motion picture theaters or otherwise. To the full extent permitted by applicable law, Talent hereby irrevocably assigns to Network (or irrevocably waives, in the event assignment is not permissible) any and all benefits of any provision of law known as "droit moral," "moral rights of authors" or any similar law in any and all countries of the world.

(c) The parties hereby agree that Network's rights in the Program and the Results and Proceeds, and all elements, versions (e.g., different formats) and variations and/or portions thereof, including, without limitation, any Program specials, or any thematic Program episodes, may be exploited by means of any and all media (now existing or hereafter devised) ("Media") throughout the universe ("Territory") in perpetuity commencing upon the earlier of the commencement of Talent's services hereunder or Talent's execution of this Agreement ("Exhibition Period").

3. **Trademark.** As between and among Network and Talent, all parties agree that (i) the Program marks, the Program logos, the title of the Program, the names, titles and logos of all Network programs and series, and any other trade names, trademarks, or other marks of Network ("Network Trademarks") are trademarks owned by Network and are the sole and exclusive property of Network, unless otherwise licensed to Network by third parties; (ii) Talent shall not acquire or own any right, title or interest of any kind or nature whatsoever in the Network Trademarks or the trademarks of Network's affiliated entities; (iii) Talent shall not use, or authorize or permit the use of Network Trademarks or the trademarks of Network's affiliated entities in connection with any product or service, including but not limited to books, or in connection with Talent's endorsement (either direct or indirect) of any product or service or for any other purpose whatsoever without the prior written consent of Network in each instance (which consent may be given or withheld by Network in its sole and absolute discretion). Any use of Network Trademarks by Talent without Network's prior written approval shall constitute a material breach of this Agreement, and, in addition to all other remedies Network available to Network for such breach, Talent shall pay to Network a royalty for such unauthorized use at a rate to be determined by Network in its sole but reasonable discretion. Further, Talent agrees that Network may deduct such royalty payments from any compensation due to Talent hereunder.

4. **Name and Likeness.** Talent hereby grants to Network the perpetual, exclusive right, but not the obligation, to use and authorize others to use Talent's name(s), voice, image, photograph, personal characteristics, signature, actual or simulated likeness, expressions, performance, attributes, personal experiences and biographical information (collectively "Name and Likeness") in and in connection with the production, distribution, advertising, publicity, promotion, merchandising, exhibition and other exploitation of all versions and formats of the Program (including its title) and the businesses, services, programs and/or products of Network, and their licensees, sublicensees and assigns (including all advertising, publicity and promotion and materials associated therewith) and in or in connection with any episode of the Program in which Talent does not appear, including without limitation in billing, cast credits, advertising, promoting or publicizing any such episode, in any manner, in any and all media and by any means now known or hereafter devised (including, but not limited to, use in and in connection with publishing, by-products, tie-ins, merchandise, commodities and services of every kind, as well as in connection with or on materials which package or enclose any such items) and no additional payment shall be required for any such uses, unless otherwise specified in this Agreement. Network may include photographs or other images or depictions of the likeness of Talent in or in relation to any exploitation of the Program and all documentaries, "behind-the-scenes," "the making of" featurettes, promotional films and videos of the Program in any manner and by any means throughout the universe. Talent acknowledges and agrees that any product placement(s) (or Talent's use of any product or verbal mention of any product) within the Program and any advertisements within or connected to the Program shall not constitute any endorsement or sponsorship by Talent of such product or service and is permissible under this Agreement.

5. **No Obligation to Use Talent's Services.** Network shall be under no obligation to actually use Talent's services, to use any of the Results and Proceeds, to produce or exploit the Program, to continue any of the foregoing if commenced or to otherwise exercise any of the rights granted to Network hereunder. Notwithstanding the foregoing, provided Talent fully performs all services required in the Additional Terms to the extent required by Network, and provided Talent is not in breach of this Agreement, Network shall have fully discharged its obligations hereunder by

the payment to Talent of the applicable compensation set forth in the Additional Terms for any services actually rendered.

6. **Compensation.**

(a) Provided Talent is not in breach or default hereof, as full and complete consideration for all of Talent's services and for all rights herein granted and to be granted and for all warranties and agreements of Talent hereunder, Network shall pay Talent and Talent, agrees to accept, the Compensation set forth above.

(b) Talent's regular compensation shall be paid within thirty (30) days after Talent's completion of the relevant required services and receipt by Network of an invoice for the relevant amount. Invoices should be sent no more than once per month. Each invoice must contain: (i) name; (ii) remit-to address; (iii) the invoice number; (iv) the project name and the network name; (v) the milestone(s) completed; and (vi) the payment amount as contracted.

(c) Payment of all compensation hereunder is contingent upon mutual execution of this Agreement, Talent's completion of delivery to Network of an IRS Form W-9 and review and acceptance by Network of a biography and customary background and professional and/or company check of Talent and Talent's credentials. In furtherance of the foregoing, Talent may be required to complete and sign a release or other document(s) as required by the third party designated by Network to perform such check(s).

7. **Independent Contractor/Insurance.**

(a) Talent acknowledges and agrees that Talent is an independent contractor and that Talent is not an employee or agent of Network for any purpose and the Network is not responsible to Talent for any federal, state or local withholding or employer taxation obligations, social security benefits or unemployment compensation related to the services performed under this Agreement. Talent further represents and warrants that Talent qualifies as an independent contractor under the provisions of the Internal Revenue Code and its common law rules and will file all required forms and make all necessary payments appropriate to Talent's independent-contractor tax status. This Agreement shall not be interpreted or construed to create an employment relationship, an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

(b) Talent agrees that, other than as set forth in the Additional Terms, Network is not responsible for any insurance coverage(s) for Talent and accordingly, Talent shall assume responsibility for obtaining all required insurance coverage(s) for Talent, which may include, but is not limited to, worker's compensation, health insurance and/or automobile insurance. Talent shall provide certificates of insurance evidencing all required insurance coverage promptly upon request of Network. Talent knowingly, willingly, freely and voluntarily releases Network from any claim, demand, suit or cause of action for workers' compensation benefits or any other benefit or claim arising from, attributable or related to Talent's services hereunder.

(c) Notwithstanding anything to the contrary in Paragraph 7(b) above, Talent shall be covered either under Network's insurance for television productions or as additional insured under Network's general liability and media liability errors and omissions insurance policies, but in either case, only with respect to the Program. Talent shall be solely responsible for the costs not covered by Network's policies, if applicable, unless covered by Network's indemnification. For purposes of clarification, and without in any way limiting Talent's indemnity

under this Agreement, Talent's rights shall be limited by the terms and exclusions of such policy, and Talent shall have no recourse under the policy if Talent has, by way of illustration: (a) caused or contributed to the claim; (b) admitted liability or prejudiced the defense of the claim; (c) failed to comply with or breaches any term and/or condition of this Agreement; (d) failed to notify Network in writing of any potential problems with the Program immediately upon Talent becoming aware of any such potential problems; (e) failed to accept that the policy's carrier may control the claim investigation, defense and settlement, and/or (f) failed to provide the policy's carrier with the information and cooperation reasonably required to investigate and handle the claim. In the event that Network or the carrier defends any claim arising under the E&O policy for the Program (i.e., any claim for which Talent's indemnity applies), and any of the occurrences set forth in (a) through (f) herein become known to Network, then Talent will be obligated to refund to Network, as applicable, the full cost of defending the applicable claim, including but not limited to any damages, promptly upon receipt of written notice concerning such costs.

(d) At Network's expense and for Network's benefit, Network will have the right to secure cast insurance covering Talent, and Talent will have no right, title or interest in or to any such insurance. Talent agrees to cause Talent to furnish information (including vaccination records), complete forms, applications, and other instruments, and undergo medical examinations by physicians Network selects (at Network's expense), as may be required by any insurance Network (which forms, applications and other instruments Talent agrees to complete fully and truthfully). Talent may have Talent's own physician, at Talent's expense, present at any physical examination Network requires. If Talent fails or is unable to qualify for such insurance at Network's customary rates for the then-current Service Term, Network will have the right to terminate this Agreement During the Service Term (and any extension thereof), Talent will not travel on any chartered or other unscheduled airline or plane unless requested to do so by Network, or engage in any conduct prohibited by any policy of insurance obtained by Network in accordance with this Paragraph 7(d) (to the extent that Talent knows or should know of such prohibition), unless requested to do so by Network, or engage in any hazardous activity without the prior written consent of Network.

8. **Talent Incapacity.** An event of Talent incapacity shall be deemed to occur if Talent is unable to fully render services in accordance with the terms of this Agreement, as determined by Network (e.g., Talent's illness, injury or mental disability; or impairment of Talent's voice, appearance and/or mobility) ("Talent Incapacity"). Without limiting any other rights of Network under this Agreement, in the event of Talent Incapacity, (i) Network shall not be obligated to pay or credit Talent with any compensation during such Talent Incapacity and (ii) Network shall have the right to suspend this Agreement during such period of Talent Incapacity and shall have the right, but not the obligation, to extend this Agreement by the length of any such suspension. If any Talent Incapacity continues for at least seven (7) days in the aggregate, Network shall have the right to terminate this Agreement without any further obligation to Talent except for appropriate payment or adjustment with respect to any Talent services satisfactorily completed prior to such termination provided that Talent is not in breach of this Agreement. This Agreement shall terminate automatically on the death of Talent.

#### 9. **Termination.**

(a) Network shall have the right to immediately suspend and/or terminate this Agreement in the event that Talent fails for any reason whatsoever to render services or fulfill their required obligations hereunder and Talent fails to cure such breach within a reasonable period of time, after which Network shall have

no further obligations to Talent hereunder except for appropriate payment or adjustment with respect to any Talent services satisfactorily completed prior to such termination, provided that Talent is not in breach of this Agreement and/or this Agreement has not been terminated for cause.

(b) In furtherance of the foregoing, Network will have the right to terminate this Agreement for cause, which includes, without limitation, making disparaging remarks about the Program or any party involved with the Program, or Network, or their employees, agents or assigns, any breach of this Agreement, insubordination, dishonesty, intoxication, resignation, or failure, refusal, or neglecting to perform Talent's services at the times and places and in the manner required or to fulfill Talent's other obligations under this Agreement, significantly changing Talent's on-air appearance without Network's prior written consent, failure to conduct Talent's self with due regard to social conventions or public morals or decency, participation in any "adult" media (as determined by Network in its sole discretion) or commission of any act (in the past or present) which degrades Talent, Network or the Program or brings Talent, or Network or the Program into public disrepute, contempt, scandal or ridicule. Upon termination for cause, Network shall not have no further obligation to Talent (including, but not limited to, any payment obligations).

(c) Any termination of this Agreement under any of the terms or provisions hereunder, or by reason of any legal right on the part of either party hereto, will not diminish, impair or otherwise affect any of the rights granted to Network herein or in the Results and Proceeds created up through the date of termination. Network's use of Talent's services after termination of this Agreement shall not be deemed a reinstatement or renewal of this Agreement without the written agreement of the parties hereto.

#### 10. **Representations and Warranties; Indemnity.**

(a) Talent hereby represents and warrants that (i) Talent has the full right and authority to enter into this Agreement and furnish the services of Talent as required hereunder and grant to Network the rights granted hereunder including, but not limited to, in the Results and Proceeds; (ii) all material, suggestions and ideas of every kind furnished by Talent in connection with Talent's services (collectively, "Material") is and will be wholly original with Talent and no part thereof is or will be taken from, based upon, or adapted from any other work (other than material specifically furnished to Talent by Network or material in the public domain) and such Material, and all services rendered by Talent hereunder, shall comply with Network's rules and policies and shall not violate or infringe upon any right of any kind or nature whatsoever of any person or entity including, without limitation, any copyright or right of privacy or publicity; (iii) this Agreement is not and will not be subject to any claim against Network for fees or commissions by any agent or representative of Talent or any other person; and (iv) Talent has obtained and will maintain at all times during the Service Term (and any extension thereof) any and all work permits and immigration clearances necessary to enable Talent to perform Talent's services hereunder.

(b) Network hereby represents and warrants that it has full right and authority to enter into this Agreement and written materials supplied by Network to Talent shall not infringe upon the rights of any third party.

(c) Talent hereby agrees to at all times defend and indemnify Network and their respective parent companies, subsidiaries, affiliates, licensees or assigns, from any and all claims, damages, or other liabilities, (including, without limitation, reasonable counsel fees and disbursements) arising out of or in connection with any breach or alleged breach by Talent of this Agreement. Network hereby agrees to at all times defend and

indemnify Talent from any and all third party claims, damages, or other liabilities, (including, without limitation, reasonable outside counsel fees and disbursements) arising out of or in connection with any breach or alleged breach by Network of this Agreement. If it so elects, the indemnified party shall have the rights at its sole cost to engage its own counsel in connection with such claims or may assume defense on its own behalf in the event the indemnifying party fails to adequately defend or if the indemnified party's insurance carrier requires that such carrier defends any claim as a condition of coverage. The obligations under this paragraph shall survive the termination or expiration of this Agreement.

11. **Rights and Remedies.** Talent agrees that the rights and remedies of Talent in the event of a breach of this Agreement by Network shall be limited to the right to recover money damages, if any, in an action at law and in no event shall Talent be entitled to terminate or rescind this Agreement or enjoin or restrain the exploitation of the Program and/or any Results and Proceeds. The rights granted by Talent under this Agreement shall not terminate by reason of any such breach hereof by Network. Talent agrees that the services provided by Talent are of a special, unique, unusual, extraordinary and intellectual value and character, the loss of which would cause Network irreparable harm and could not be adequately compensated by money damages in an action at law. Talent hereby expressly agrees that Network shall be entitled to seek injunctive and other equitable relief to restrain, enjoin or prevent any breach or threatened breach of any obligation herein by Talent, in addition to any other rights that Network may have in equity or at law. In the event Network incurs any damages as a result of any breach of this Agreement by Talent, Network shall have the right, in addition to any other remedies, to withhold and offset any payments due Talent under this or any other agreement between the parties in an amount reasonably necessary to cover Talent's indemnity obligations under this paragraph or to cover any damages incurred by Network.

12. **"Plugola," "Payola" and Logos.** Talent will not give or agree to give anyone directly and/or indirectly associated with the Program anything of value in exchange for Talent's engagement in the Program. Talent will not accept any money, services or other valuable consideration, other than Talent's compensation hereunder, for the inclusion of any matter in the Program or for the endorsement of any Network product or service in the Program. Further, Talent shall not visibly wear any product name or logo during the provision of Talent's services hereunder, without Network's prior written consent. If Network approves the inclusion in the Program of any logo or trademark, which logo or trademark is proprietary to Talent, then Talent hereby grants Network the right to include such logo or trademark in the exhibition, promotion, advertising, merchandising and other exploitation of the Program.

13. **Sponsorships/Endorsements.** Talent agrees and acknowledges that nothing herein shall limit Network's ability to sell sponsorships, product integrations, or advertisements of similar nature in connection with the Program. Talent shall disclose to Network on Exhibit A all active and former sponsorships, endorsements, or similar relationships Talent has with any third party. Talent shall use its best faith efforts to provide services customarily rendered by On-Camera Talent/Personality/Narrator/Voice-Over Talent/ Voice Talent in connection with a sponsorship, endorsement, and/or product integration as required by Network or its sponsor subject to any conflicts Talent may have as a result of a pre-existing relationship with a third party set forth on Exhibit A. Notwithstanding the foregoing, prior to the execution of any sponsorship, endorsement, or product integration, Network shall provide Talent with meaningful consultation regarding such endorsement, sponsorship, or product integration and Talent brand consistency; provided Talent hereby agrees and acknowledges that Talent shall

not have final approval over Networks execution of such sponsorship, endorsement, or product integration.

14. **Fair Competition.** During the Exclusivity Period set forth in Section E of the Additional Terms, Talent shall not enter into any agreements, which in any way prohibit or limit any third party's rights to deal with Network.

15. **Confidentiality/Statements by Talent.**

(a) Talent and/or Talent's representative(s) agree that any information Talent and/or Talent's representative(s) learn during the course of, or in connection with, Talent's engagement hereunder concerning Network's business operations, strategies, future plans, financial affairs, or any other information concerning the Program, Network and/or their parent, subsidiary and/or affiliated companies, including the terms and provisions of this Agreement (collectively, the "Confidential Information"), is confidential and proprietary. Talent and/or Talent's representative(s) shall not disclose to any third party any information with respect to such Confidential Information, except: (i) where such information has already been released to the public by Network; (ii) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction or government agency, provided Talent notifies Network of any request for such and/or any such law or order; or (iii) on a must-know basis to Talent's lawyers, accountants and other business representatives upon the express condition that Talent shall in such cases secure said representatives' agreement to comply with this confidentiality restriction.

(b) Other than as provided for in this subparagraph, Talent and/or Talent's representative(s) shall not issue any press releases nor make any other statements about Talent's services, the Program, Network, its affiliates, agents and/or employees, or any other party involved in the Program (e.g., the Program's sponsors) in any media (including, without limitation, any online or print communications) without Network's prior written consent. Further, Talent and/or Talent's representative(s) shall not use any name, logo, trademark or other proprietary mark of Network or their parents, subsidiaries, affiliates, licensees, sub licensees and/or assignees in any manner without the mark owner's prior written approval.

16. **Force Majeure.** If either party hereto is materially hampered from performing hereunder by reason of any law, natural disaster, labor controversy, war or any similar event beyond a party's reasonable control ("Event of Force Majeure"), failure to perform shall not be deemed a breach of or default under this Agreement and neither party shall be liable to the other therefore. Network shall have the right to suspend this Agreement during an Event of Force Majeure and shall have the right, but not the obligation, to extend this Agreement by the length of any such suspension. Network may terminate this Agreement in an Event of Force Majeure without further liability to Talent, except for appropriate payment or adjustment with respect to any Talent services satisfactorily completed prior to such termination. During any suspension due to an Event of Force Majeure, subject to the exclusivity provisions of this Agreement and provided Talent is not in breach of this Agreement, Talent may render services to any other person or entity or on Talent's behalf; provided, that Network shall have the right to recall Talent to render services hereunder on two (2) days oral or written notice, and Talent shall report to Network to render services at the expiration of said two (2) days. Network may invoke its rights under this paragraph as often as any Event of Force Majeure occurs.

17. **Applicable Law.** This Agreement shall be governed by the laws of New York. The parties agree to submit themselves to exclusive personal jurisdiction in the State of New York with venue

in the County of New York and waive any rights they might otherwise have to lack of personal jurisdiction and/or inconvenient forum.

18. **Assignment.** Talent's services are personal and unique in nature and Talent may not assign this Agreement or any of its obligations. Network may freely assign any and all rights and obligations under this Agreement in whole or in part to any other party, including without limitation any other entity in the name of which Network contracts.

19. **Collective Bargaining Agreement.** This is a non-union agreement. The parties acknowledge and agree that this Agreement and Talent's services hereunder shall not be subject to the terms of any collective bargaining agreement (e.g., SAG, AFTRA). Talent acknowledges that neither Network nor Network is a signatory to any collective bargaining agreement covering Talent's services hereunder. Talent shall indemnify and defend Network from any and all claims asserted by any guild or union with respect to Talent's Services.

20. **Cameras/Audiovisual Devices.** Neither Talent nor any representative of Talent shall bring or use any cameras or audiovisual recording devices to any of Network's and/or the Program's offices, sets, or locations without Network's prior written consent, which Network may grant or withhold in its sole discretion. In the event Network has granted such written consent, the copyrights in all photographs and audiovisual recordings made by Talent or any representative of Talent at any of Network's and/or the Program's offices, sets, or locations shall belong solely to Network, and Talent shall not display, exhibit, or distribute, or authorize the display, exhibition, or distribution of, any such photographs or audiovisual recordings publicly for any purpose whatsoever.

21. **Waiver.** No waiver by Network of the nonperformance or breach of any term, condition or obligation to be performed or binding upon Talent under this Agreement will be a waiver of any other nonperformance or breach; nor will Network's exercise of any option (if applicable) hereunder be deemed a waiver by Network of any default preceding such exercise. No failure or delay by Network in exercising any right or privilege under this Agreement shall operate as a waiver thereof.

22. **Counterparts.** This Agreement may be executed in one or more separate counterparts, each of which, when so executed shall, together, constitute and be one and the same instrument. A signed counterpart transmitted by facsimile shall be deemed an original.

23. **Severability.** Any provision herein found by court of law or an arbitrator to be void or unenforceable shall not affect the validity or enforceability of any other provision of this Agreement. If there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail; provided, that the provision hereof so affected shall be construed so that it is enforceable to the fullest extent possible in order to meet the intent of the parties and limited only to the extent necessary to comply with such statute, law, ordinance or regulation, and no other provision shall be affected. The terms of this Agreement are severable, and the invalidity of any term in this Agreement shall not affect the validity of any other term.

24. **Notices.** All notices that Network is required or may desire to give to Talent will be given to Talent in writing by addressing the same to Talent at Talent's address or facsimile number as indicated in this Agreement, or at such other address or facsimile number as may be designated in writing by Talent to Network. All notices that Talent is required, or may desire, to give to Network

will be given in writing by addressing the same to Network 1271 Avenue of the Americas, 35<sup>th</sup> Floor New York, NY 10020 to such other address as may be designated in writing by Network to Talent. All notices sent shall be in writing and delivered by personal delivery; first class certified or registered mail, return receipt requested; U.S. Express mail, or an express overnight service (such as Federal Express); or facsimile (with confirmation), with notice by email deemed acceptable for Notice of Option exercise under Paragraph C of Additional Terms and Conditions. Three (3) business days after mailing in the U.S. mail, the date of personal delivery (whether orally or in writing), or the date of facsimile transmission, of such notice shall be deemed to be the date upon which such notice is given; provided, however, that any notice from Talent that commences the running of any period of time for Network's exercise of any option or Network's performance of any other act will be deemed to be served only when actually received by Network. Notwithstanding any other provision of this Agreement to the contrary, any written notice from Network to Talent or to any agent or other representative of Talent which is actually received will be deemed, at Network's election, sufficiently given. The time in which any act provided by this Agreement is to be done shall be computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday, or legal holiday, in which case such day shall also be excluded.

25. **Assumption of Risk.** Talent acknowledges that participation in a program of this nature and the services being rendered in and in connection with the Program may involve strenuous, physical, dangerous or hazardous activities. Talent further acknowledges that the services being rendered hereunder may take place in a location that is inherently dangerous due to disease, violent and/or non-violent crime(s) and political and/or social unrest and associated activities that may expose Talent to risk of loss of property, bodily harm, disfigurement or death. Talent voluntarily assumes any and all risks, known or unknown, associated with the services. Talent shall assume responsibility for obtaining all desired insurance coverage for Talent. Talent represents that Talent routinely engages in services of the nature contemplated herein, and hereby agrees to defend, indemnify and hold harmless and to voluntarily release, discharge, waive and relinquish any and all actions or causes of action against Network and its respective parents, subsidiaries, successors, officers, agents, employees and licensees (collectively, " Network Indemnified Parties") from any and all claims, demands, liabilities (including, but not limited to, personal injury, property damage and wrongful death) resulting in any manner from Talent's services, whether caused by negligence or otherwise.

26. **Wardrobe/Hair & Makeup.** Talent shall ensure Talent's wardrobe/hair & makeup shall not substantially conflict with social conventions, public morals, or public decency. Talent's wardrobe may not contain "adult" material (as determined by Network in its sole discretion), or material that brings Talent, or Network or the Program into public disrepute, contempt, scandal or ridicule.

27. **Entire Understanding.** This Agreement contains the entire understanding of the parties as to the subject matter hereof, and all prior communications and agreements, written or oral, express or implied, as to such subject matter are superseded hereby. This Agreement may not be modified, altered or amended in any way except by an instrument in writing signed by all parties. Paragraph and subparagraph headings as used in this Agreement are for convenience only and are not a part thereof and will not be used to interpret any provision of this Agreement. No officer, employee or representative of Network has any authority to make any representation, warranty or agreement not contained in this Agreement, and Talent acknowledges that Talent has not executed this Agreement in reliance upon any representation, warranty or agreement not expressly set forth in this Agreement. Each individual and entity executing this Agreement hereby represents

and warrants that he, she or it has the capacity set forth on the signature page(s) hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof. The parties have read and understand this Agreement and have had the opportunity to consult with counsel and/or personal representatives with respect hereto. The parties

acknowledge and agree that there shall be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part thereof.

**END OF STANDARD TERMS AND CONDITIONS**

**EXHIBIT A**  
**Sponsorships and Endorsements**

In accordance with Paragraph 13 of the Standard Terms and Conditions, Talent shall disclose below all active and former sponsorships, endorsements, or any similar relationships Talent has with any third party:

**EXHIBIT B**  
**Excluded YouTube Channels**

In accordance with Paragraph E of the Additional Terms and Conditions, Talent's exclusivity obligations shall not apply to those YouTube channels listed below, which Network agrees to Talent continuing to render services in connection with; provided Talent's Services hereunder shall be rendered on a first-priority basis in accordance with Paragraph C of the Additional Terms and Conditions: