

TALENT REPRESENTATION AGREEMENT

This Talent Representation Agreement is by and between Niko Casting, LLC (the "Company") and _____ (the "Talent"). The parties hereby agree as follows.

1. **Exclusive Agent.** Talent hereby appoints Agency as Talent's exclusive talent agency in the fields of film, television, radio broadcasting, modeling, advertising, trade shows, fashion shows and other professional artistic services (the "Service Fields").

2. **Services Provided.** Agency agrees to use its best efforts to procure employment for Talent, in the nature of bookings and assignments, from Clients in the Service Fields (individually, a "Booking"). A Client is defined as a person or entity that books talent services with Agency. Agency makes no guarantees of any minimum work it will secure for Talent.

3. **Client Bookings.** Once a Client approves Talent for a Booking, Talent will communicate directly with Client as to all aspects of the Booking, including call time, wardrobe, compensation for services, etc. Talent agrees to maintain a professional manner at all Bookings. Talent agrees to be punctual for all scheduled Bookings. If Talent fails to appear for a Booking, Talent will be fined \$100 by Agency. If Talent fails to appear for an additional Booking, Agency shall have the option to terminate this Agreement. Talent understands that Bookings may be cancelled or postponed by Clients for any reason and without prior notice.

4. **Agency's Compensation.** Any compensation due Agency as a result of booking Talent's services for Client, shall be paid directly to Agency by the Client.

5. **Name and Likeness.** Talent grants Agency the right (i) to use Talent's name, photograph, likeness and voice and (ii) record Talent's appearance on videotape, audiotape, film, photograph or any other medium in connection with the services provided hereunder and for general publicity purposes. Talent specifically consents to the digital compositing or distortion of the portraits or pictures, including without restriction any changes or alterations as to color, size, shape, perspective, context, foreground or background. Talent waives any right Talent may have to inspect or approve any finished product or products or the advertising copy or printed matter that may be used in connection with such photographs or the use to which it may be applied. Talent authorizes Agency to carry, show, share, circulate, post and display on its website and in other printed or digital materials, Talent's name, likeness, portfolio and/or resume for purposes of obtaining Client Bookings.

6. **Proceeds of Talent's Services.** All photographs and videos taken of Talent during any Booking shall be the sole property of Client or Client's designees and Talent expressly authorizes Client or its designees to use such photographs or videos in any manner it sees fit. Talent expressly waives his or her right to any ownership in such photographs or videos.

7. **Clients.** Agency undertakes to research the background and legitimacy of all Clients; however, Talent acknowledges and agrees that Agency cannot guarantee Talent's safety or security at any Booking. As such, Talent agrees to take all necessary precautions and is solely responsible for Talent's safety, health and well-being.

8. **Explicit Photography.** Agency does not knowingly work with persons or entities in the pornographic industry. Should Talent arrive at a Booking where nude, semi-nude, see-through, bathing

suit or lingerie photography is requested, Talent shall immediately notify Agency. Talent is under no obligation to proceed with such Booking and may cancel without any further notice or penalty. Talent may proceed with such Booking at Talent's sole discretion.

9. **Termination.** This Agreement may be terminated at any time by any party upon ten (10) days written notice to the non-terminating party. If Talent is convicted of any crime or offense, fails or refuses to comply with the reasonable directives of Agency or Client, is guilty of serious misconduct in connection with the performance of Talent's services hereunder, or materially breaches any provision of this Agreement, Agency may immediately terminate this Agreement without any prior notice to Talent.

10. **Confidentiality.** Talent agrees to keep all financial issues strictly confidential and agrees to discuss Bookings or rates with Client or Agency only.

11. **Taxes.** Talent shall be responsible for federal, state and local taxes derived from Talent's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to Talent.

12. **Independent Contractor Status.** The Parties intend for Talent to be engaged as an independent contractor of Agency. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Talent may not act as agent for, or on behalf of, the Agency, or to represent the Agency, or bind the Agency in any manner.

13. **Release.** Talent, and his/her heirs, successors, executors, representatives and subrogees, hereby KNOWINGLY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE, RELEASE AND DISCHARGE Agency and its respective members, managers, employees, agents, successors or assigns (the "Released Parties") from any and all claims, damages, obligations, liabilities and expenses (including, without limitation, attorneys' fees) that arise out of this Agreement or any Booking, whether foreseen or unforeseen, including, without limitation, those for personal injury, libel, slander, invasion of privacy, copyright or trademark violation, right of publicity, or false light, and waive all relief, whether legal or equitable, that Talent may be entitled to seek from any of the Released Parties including, without limitation, compensatory damages, punitive damages, attorneys' fees, expenses and costs.

14. **Indemnification.** Talent shall indemnify and hold harmless Agency, its respective members, managers, employees, agents, successors or assigns, from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, (i) Talent's services under this Agreement and (ii) Talent's failure to appear and provide services at any scheduled Booking at the date and time agreed.

15. **Representations.** Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

16. **Miscellaneous.**

(a) **Binding.** This Agreement shall bind the parties, their respective successors, assigns, heirs, executors and administrators but nothing contained herein shall be construed as an authorization or right

of any party to assign any rights or obligations hereunder.

(b) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties on the subject hereof and supersedes all prior agreements and understandings relating to the subject matter hereof; and there are no agreements, understandings, restrictions, warranties, or representations between or among the parties hereto other than those set forth herein. This Agreement may not be changed except by a writing signed by the party against whom the enforcement of any waiver, change, extension, modification or discharge is sought.

(c) Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the State of Alabama.

(d) Jurisdiction. The Parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Alabama.

(e) Multiple Counterparts; Facsimile Delivery. This Agreement may be signed in multiple counterparts, all of which together shall constitute one enforceable agreement; and may delivered by facsimile or other electronic transmission.

AGREED AND ACCEPTED TO:

AGENCY:

TALENT:

Niko Casting, LLC

By: Philip Barbour
Its: Authorized Member

Name: