

## REPRESENTATION AGREEMENT

AGREEMENT made and entered this 11<sup>th</sup> day of January, 2016 by and between [REDACTED], LLC, a Delaware corporation having offices at 546 Fifth Avenue, New York, NY 10036 (hereinafter called the "Manager") and [REDACTED] (hereinafter called the "TALENT"), residing at [REDACTED] 2609 W. Belmont Ave., Apt. 202 W, Chicago, IL 60618.

## WITNESSETH:

WHEREAS, TALENT desires the Manager to represent him/her, and the Manager desires to represent TALENT in the broadcasting, cable and new media industries and/or in any other creative field; and

WHEREAS, TALENT desires the Manager to serve in the capacity of business advisor and negotiator with respect to employment and/or engagement contracts entered into by him/her during the term hereof;

## NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. TALENT hereby engages the Manager, and the Manager hereby agrees to be retained by TALENT, as the sole and exclusive Manager to represent TALENT in the broadcasting, cable and new media industries and/or in any other creative field(s).

2. It is understood that TALENT is not presently under any other contract which will conflict in any manner with this Agreement, and that the Manager will act as the sole and exclusive representative on behalf of TALENT as described herein for the duration of this Agreement.

3. The Manager will act as business advisor and negotiator on behalf of TALENT with respect to employment contracts and agreements entered into by TALENT during the term hereof.

4. The Manager, in the performance of its duties, agrees (i) to advise and consult with TALENT at all reasonable times; (ii) to make no binding agreements without first obtaining the consent of TALENT; and (iii) to render advice on all contracts and business details pertaining to TALENT's personal services and employment.

5(a). In consideration of the services rendered by the Manager, TALENT will pay the Manager ten (10%) percent of all monies and/or other considerations, including but not limited to stock options, licenses, franchise agreement proceeds, overtime, advances, profit sharing arrangements and all other forms of compensation received by TALENT, either directly or indirectly, under any agreement(s) or employment contract(s) entered into during the term of this agreement (the "Commissions"). Commissions due to the Manager shall become payable when such monies or other consideration are received by TALENT and/or by any corporation or other third party acting on behalf of TALENT. In no way is the aforesaid consideration to be diminished by (a) any monies paid to any of TALENT's creditors (either by legal process or otherwise); (b) any withholdings, deductions and/or contributions withheld at the source. TALENT shall be billed monthly for commissions due to Manager. Both parties agree that TALENT may provide his/her services to an employer through a corporate entity and that in such a case Manager will be due Commissions on any such employment based on the gross consideration paid to such corporation. Notwithstanding the foregoing, it is hereby acknowledged that Manager shall not be entitled to any commission on TALENT's current agreement with WOR, which expires at 2017.

5(b). Should Manager secure and TALENT enter into an agreement with an AFTRA signatory to provide AFTRA covered services, TALENT hereby agrees to sign a "STANDARD AFTRA EXCLUSIVE AGENCY CONTRACT UNDER RULE 12-C" with Manager, under the same commission arrangements as contained herein for a term that is co-terminus with the new employment agreement, up to the maximum term permitted by AFTRA. Should any provision of this Agreement conflict with the provisions of the AFTRA contract, this Agreement shall be deemed modified to conform with AFTRA Rule 12-C for the