

MODELS & ACTORS

INTRO

TALENT BRANDING & MANAGEMENT AGENCY

INTROTALENTUSA.COM

Exclusive Agreement to the State of North Carolina

As of _____, 2020

We are extremely pleased that you have decided to engage Intro Talent Branding & Management Agency - _____ (add location closest to you, Charlotte or Greensboro) as your exclusive talent agency on the following terms and conditions:

1. Model/Actor Information. You hereby certify that the following information is true and correct:

Full Name _____

Address _____

Telephone _____

Date of Birth: _____

SSN: _____

Mother Agent: _____

Email: _____

Parent Name (if minor): _____

2. Engagement; Scope of Services. You hereby engage Intro Talent Branding & Management Agency as your exclusive talent agent in North Carolina with respect to the development of your career in the professional modeling and entertainment industry, including, without limitation, photography, advertising, licensing, industrial exhibition, runway, live show, publishing, television, video, film and any other audio-visual projects, Internet, music and theatre, and any and all services (the "Services") rendered by you in any such industry. Intro Branding and Talent Management Agency 's services as your talent agency will include:

- a. Advising you with respect to (i) personal appearances, composites and your portfolio, (ii) career opportunities, photographers, licensors, advertisers and other vehicles for your talent; (iii) general practices in the modeling, licensing, advertising, entertainment, film, video, television and music industries;
- b. Arranging your schedule;
- c. Supervising your publicity, public relations and advertising;
- d. Aiding in the negotiation of the terms and conditions of the Services you may provide to clients; and
- e. Sending invoices and statements to, and collecting compensation and expenses from, clients that engage you to perform your Services.

3. **Exclusivity.** You agree not to employ any representatives, managers or agents in the Territory during the Term other than Intro Talent Branding & Management Agency concerning any aspect of your career or the performance of Services by you without our prior consent. Further, you shall not accept any assignments, opportunities or agreements in the Territory for the performance of your Services except those selected by Intro Talent Branding & Management Agency and will forward to Intro Talent Branding & Management Agency all inquiries and offers made directly to you for your Services via Booking@introtalentusa.com.

4. **Term.** The initial term (the "Initial Term") of this Agreement shall be for a one (1) year period commencing on the date set forth above. The term of this Agreement shall automatically renew for successive one (1) year periods unless you provide written notice to Intro Talent Branding & Management Agency at least thirty (30) days prior to the end of the Initial Term or any successive period. In the event that this Agreement has been signed on your behalf by your parent and/or guardian, you agree that the one-year term shall be automatically extended and shall run from the date of your eighteenth (18th) birthday, unless you or your parent and/or guardian legal provide written notice to Intro Talent Branding & Management Agency within thirty (30) days of the turning eighteen. The Initial Term and any extensions thereof shall be referred to herein as the "Term".

5. **Authority as Exclusive Talent Agent; Power of Attorney**

a. Intro Talent Branding & Management Agency is hereby authorized, as your exclusive personal manager, to act for you, and on your behalf, during the Term with respect to: (i) negotiating, renegotiating, contracting and executing for you and in your name and on your behalf any and all agreements, documents and instruments providing for your Services to clients pursuant hereto; (ii) approving and permitting the use of your name, biography, image, voice, caricatures and the like for the purposes of advertising and publicity; (C) invoicing, collecting and receiving sums payable to you, endorsing your name upon and depositing in your account all checks payable to you, and retaining therefrom all sums owing to Intro Branding and Talent Management Agency; and (d) demanding, suing for and collecting, all claims, money, interest and other items that may be due to you or belong to you, and settling any and all such claims (which settlement may be at par or below)

b. You hereby authorize and Intro Talent Branding & Management Agency to be your agent and attorney-in-fact for the purpose set forth in subparagraph (a) above. This appointment of Intro Talent Branding & Management Agency as your attorney-in-fact shall be irrevocable during the Term and thereafter until you have rendered all Services contracted for during the Term and have collected full payment for such Services.

c. All PAID AND UNPAID ASSIGNMENTS as described above are to go through Intro Talent Branding & Management Agency.

6. Compensation

a. Except as set forth in subparagraph (b) below, you agree to pay to Intro Talent Branding & Management Agency a fee (the "Regular Fee") equal to twenty percent (20%) of your Gross Compensation earned for (i) any Services performed by you during the Term; or (ii) any Services performed by you after the expiration or termination of this Agreement if such Services were performed pursuant to any booking, engagement, license, or similar agreement negotiated, solicited and/or accepted during the Term or pursuant to a renewal, option or renegotiation (each, a "Renewal") of any booking, engagement, license, or similar agreement initially negotiated, solicited and/or including salaries, license fees, other fees, earnings, royalties, residuals, proceeds, buyouts, bonuses, prizes or other compensation received at any time pursuant to the performance of Services by you.

b. You agree to pay Intro Talent Branding & Management Agency a fee (the "Union Fee", and, together, with the Regular Fee, the "Fee") equal to ten percent (10%) of all Gross Compensation earned for the performance of Services by you that are subject to the jurisdiction of the Screen Actors Guild ("SAG"), the American Federation of Television and Radio Artists ("AFTRA") and Actor's Equity Association ("AEA"). You acknowledge Intro Talent Branding & Management Agency is not a franchised agent or its equivalent of SAG, AFTRA, or AEA and that you may be required to pay such agent a separate commission for such Services rendered under the jurisdiction of SAG, AFTRA and AEA (which commission is typically no more than 10 percent (10%) of the monies or other cash consideration you receive for such services) and that the commission to such franchised agency will not be deducted from or offset against the compensation to Intro Branding and Talent Management Agency.

c. You understand Intro Talent Branding & Management Agency is entitled to receive from any and all clients that engage your Services a service charge, agency fee or other compensation (the "Client Fee") over and above the fees set forth in subparagraphs (a) and (b) above. You acknowledge that the Client Fee is an additional inducement Intro Talent Branding & Management Agency to act on your behalf and you shall not have the right to, or interest in, the Client Fee. Further, you understand that Intro Talent Branding & Management Agency maintains a network of relationships with agencies (including, without limitation, your Mother Agent) a commission and Intro Talent Branding & Management Agency and such agencies may agree to divide the compensation that you are required to pay Intro Branding and Talent Management Agency and such other agencies.

d. In consideration for the services rendered by Intro Talent Branding & Management Agency during the Term to develop and promote your career, you agree that in the event you wish to cease being represented by Intro Branding and Talent Management Agency prior to expiration of the Term, and Intro Branding and Talent Management Agency agrees in writing to release you from your obligations contained herein, you shall cause your new management company to pay to Intro Branding and Talent Management Agency an amount (the "Post-Term Fee") equal to ten percent (10%) of your Gross Compensation for the balance of the Term. If you do not cause such payment to be made by your new management company, you shall be obligated to Intro Branding and Talent Management Agency the Post-Term Fee yourself. Such Post-Term Fee shall not be paid with respect to Renewals, for which Intro Branding and Talent Management Agency shall be paid its fee in accordance with subparagraphs (a), (b) and (c) above.

7. Expenses; Intro Talent Branding & Management Agency may, in its sole discretion and from time to time, advance or loan money (collectively, the "Advances") to you in connection with your performances of Services, including, without limitation, advances of compensation payable to you and expenses necessary to render your Services (e.g., publicity and promotional costs, airfare and hotel expenses, rental expenses, messenger services, language lessons and shipping expenses). You authorize Intro Talent Branding & Management Agency to deduct any outstanding Advances from any Receivable (defined below) prior to remitting such amounts to you. If you receive compensation directly from a client or another source with respect to the performance of your Services, you agree to immediately pay to Intro Talent Branding & Management Agency any amount equal to any unpaid Advances. You agree and understand that Intro Talent Branding & Management Agency will not release any modeling materials in its possession and you will not be permitted to commence representation by another model management company until you repay any outstanding Advances or otherwise make provisions acceptable to Intro Talent Branding & Management Agency for the repayment of such Advances by such new model management company.

8. Collections, Statements & Accounting

a. Intro Talent Branding & Management Agency shall use commercially reasonable efforts to collect all amounts (including, without limitation, compensation expenses) due to you from clients with respect to the performance of Services by you (any and all amounts actually received by Intro Talent Branding & Management Agency shall be collectively referred to herein, as the "Intro Talent Branding & Management Agency may, but shall not be obligated to, commence legal proceedings or hire a collection agency to collect amounts due to you from clients. In the event that Intro Talent Branding & Management Agency commences such proceedings or hires a collection agency, you shall bear any and all related expenses and such amounts shall be deemed "Advances". As set forth above, Intro Talent Branding & Management Agency shall have full authority to settle at or below par any and all disputes with clients on your behalf. Intro Talent Branding & Management Agency shall not be liable for any amounts.

b. Intro Branding and Talent Management Agency will periodically provide to you an amount equal to the Receivables less any amounts owed Intro Talent Branding & Management Agency, including, without limitation, any Fees to fund the Reserve (as defined below), any taxes required to be deducted and any other amounts permitted to be deducted pursuant Intro Talent Branding & Management Agency's standard accounting procedures. In addition to such amount, Intro Talent Branding & Management Agency will provide you with a statement of your account, including, amounts collected by Intro Talent Branding & Management Agency and any deductions permitted pursuant to this Agreement.

c. Intro Talent Branding & Management Agency periodically may maintain a reserve (the "Reserve") of up to two thousand dollars (\$2,000.00) in your model account on your behalf. You acknowledge Intro Talent Branding & Management Agency's rights to maintain this reserve for the purpose of funding your various model related expenses, including, without limitation, composite cards, tests, messenger fees, and travel expenses. You hereby authorize Intro Talent Branding & Management Agency to replenish the Reserve out of your future money collected by Intro Talent Branding & Management Agency on your behalf. In the event of expiration or termination of this Agreement, any sums remaining in the Reserve shall be used to pay down any and all unpaid Talent on your behalf. Any positive amount in remaining in the Reserve after such deduction shall be forwarded to you by check at the address listed above.

d. In the event that you receive any payments directly from a client, you will remit any outstanding Fee, Client Fee or Advance related to such client Intro Talent Branding & Management Agency within seven (7) days of your receipt of such payment.

9. Expiration or Termination. Upon the expiration or termination of this Agreement, (a) you shall immediately Intro Talent Branding & Management Agency for any outstanding Advances or other expenditures made Intro Talent Branding & Management Agency on your behalf; (b) you shall immediately remit to Intro Talent Branding & Management Agency any unpaid fee pursuant to paragraph 8(d); (c) Intro Talent Branding & Management Agency shall liquidate the Reserve and pay to you any amounts owed to you pursuant to Paragraph 8(c); and (d) Intro Talent Branding & Management Agency shall pay to you any other Receivables less the permitted deduction as provided for in Paragraph 8(b). As long as any amounts owed by you to Intro Talent Branding & Management Agency are outstanding, you shall cause any future agency or client to pay any amounts owed to you directly to Intro Talent Branding & Management Agency in settlement of such debts including but not limited to any unpaid invoices or packaging fees or MRPF's . Paragraphs 5(b), 6(d), 7, 8, 9, 12, 13, and 16 shall survive and remain in effect following the expiration or termination of this Agreement.

10. Relationship of the Parties. Your relationship with Intro Talent Branding & Management Agency is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relations. Accordingly, you shall be responsible for (a) your own expenses (unless paid by a client of your Services), such as travel, lodging, entertaining, wardrobe and make-up, (b) preparing and filing your personal tax returns and paying all taxes required to be paid, and (c) complying with all the governmental laws, rules and regulations pertaining to your performance of Services, including, without limitation, obtaining any applicable visas. Further, you acknowledge and agree that Intro Talent Branding & Management Agency is acting solely as your personal manager, that Intro Branding and Talent Management Agency is not licensed as an employment agency under the General Business Law of the State of North Carolina or as an "artists manager" under the Labor Code of the State of North Carolina. You are an independent contractor.

11. Suspension.

a. Your services, the running of the Term and the payment of any compensation hereunder, shall be automatically suspended without notice (and any subsequent dates herein specified thereby postponed), upon the happening of a Default and/or Disability and defined below. Each suspension shall continue until ended by Intro Talent Branding & Management Agency by written notice to you and the Term shall resume upon delivery of such notice. No such suspension shall affect any of Intro Branding and Talent Management Agency's other rights hereunder

b. "Default" shall mean any failure by you (other than by reason of Disability) to perform the Services. In the case of your default, you are to pay Intro Talent Branding & Management Agency the sum of monies that would have been paid by the client to the agency (agency fee plus commission) if a suitable replacement cannot be found for you in time for the assignment.

c. "Disability" shall mean your inability to perform the Services because of your physical, mental or emotional disability, illness, injury or death.

12. Representations and Warranties. You represent and warrant that (i) you have the full authority and power to enter into this Agreement; (ii) you are not subject or party to any oral or written agreement that would interfere with Intro Talent Branding & Management Agency rights pursuant to, or your ability to perform and carry out, this Agreement, including, without limitation, any agreements for employment or management services; (iii) you have, or will acquire, any and all permissions and approvals required by law to perform the Services; and (iv) any information you provided to Intro Talent Branding & Management Agency is true, correct and complete.

13. Indemnification. You agree to indemnify and hold Intro Talent Branding & Management Agency and its agents, employees, officer, directors, members, affiliates, other independent contractors, volunteers, clients, and representatives harmless (including attorneys' fees) from and against any claims, liability, judgments, costs and expenses arising out of (i) your failure to fulfill your obligation hereunder or any engagements or employment contracts obtained in connection with this Agreement; and/or (ii) any breach of any representation or warranty contained in this Agreement.

14. Equitable Relief. You acknowledge and agree that your services pursuant to this Agreement are extraordinary and unique and that money damages will not be sufficient remedy for any breach or attempted breach of this Agreement by you. In addition to all other remedies Intro Talent Branding & Management Agency may seek (and may be entitled to) specific performance and injunctive or other equitable relief in any court of competent jurisdiction as a remedy for any such breach or attempted breach by you without the necessity or requirement that a bond be posted.

15. Minor Provisions. If applicable you acknowledge that it is your sole responsibility to obtain all necessary governmental consents, permits and approvals required by state and federal laws and regulations for the performance of services hereunder by minors, including, without limitations, work permits, visas, and court approvals where necessary. At your request, Intro Talent Branding & Management Agency will guide and counsel you with respect to obtaining such consents, permits, visas and approvals.

16. Miscellaneous.

a. Further Assurances. You shall execute and deliver such additional documents, provide such additional information and take all other actions as may reasonably be necessary or desirable to carry out the terms of this Agreement and facilitate the rights granted to Intro Talent Branding & Management Agency herein.

b. Notices. All notices, statements and other documents required to be given pursuant to this Agreement shall be given in writing either by personal delivery, pre-paid first class or express mail or recognized international courier at the respective addresses of the parties set forth in this Agreement, or such other addresses as may be designated in writing by either party.

c. Assignment. You understand that this Agreement is personal to you and shall be binding and enforceable against you and may not be assigned by you Intro Talent Branding & Management Agency shall not assign this Agreement to any person or entity without your prior written approval; provided, Intro Talent Branding & Management Agency may assign this Agreement without your control with Intro Talent Branding & Management Agency, or (ii) in the event of a merger, reorganized or sale of all or substantially all of such party's assets or voting securities.

d. Amendment and Waiver; Entire Agreement; Severability. The terms and conditions of this Agreement may not be amended, modified, superseded or waived except in writing signed by you and Intro Talent Branding & Management Agency. This Agreement confirms the parties' full understanding as to the subject matter hereof there are no other expressed or implied promises or representations being offered. If any part of this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected.

e. Governing Law; Jurisdiction. This Agreement will be governed by the laws of the State of North Carolina (excluding conflicts of law principles). Any dispute under this Agreement shall be resolved exclusively in an applicable court of law located in the State of North Carolina and you hereby submit to the jurisdiction of the courts of the State of North Carolina.

Name of Talent: _____ Date: _____

Name of Parent (if minor): _____ Date: _____

Authorized Signature of Talent: _____

Name of INTRO TBAMA Representative: _____ Date: _____

Authorized Signature of INTRO TBAMA Rep: _____

Home Office:

Intro Talent Branding & Management Agency

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