

EXCLUSIVE MANAGEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of _____, 2015 (the "Effective Date") by and between _____ Management Inc. ("Manager") with an address at _____, and _____ ("Artist") having an address at _____.

1. TERM.

(a) The term of this Agreement shall commence on the date hereof and shall continue for a period of eighteen (18) months from the Effective Date (the "Initial Term").

(b) Solely in the event the Initial Term Threshold Amount (as defined herein) has been attained during the Initial Term, Artist hereby grants to Manager the option, to extend the Initial Term for an additional eighteen (18) month period (the "First Extended Term"). "Initial Term Threshold Amount" shall mean Two Hundred Thousand Dollars (\$200,000) or more in Gross Earnings (as defined herein) earned in the aggregate during the Initial Term with respect to Entertainment Activities (as defined herein). For purposes of calculating the Initial Term Threshold Amount: monies earned from Wedding Singing shall not be included.

(c) Solely in the event the First Extended Threshold Amount (as defined herein) has been attained during the First Extended Term, Artist hereby grants to Manager the option, to extend the First Extended Term for an additional eighteen (18) month period (the "Seconded Extended Term"). "First Extended Term Threshold Amount" shall mean Three Hundred Thousand Dollars (\$300,000) or more in Gross Earnings (as defined herein) earned in the aggregate during the First Extended Term with respect to Entertainment Activities (as defined herein). For purposes of calculating the First Extended Term Threshold Amount monies earned from Wedding Singing shall not be included.

(d) Solely in the event the Second Extended Threshold Amount (as defined herein) has been attained during the Second Extended Term, Artist hereby grants to Manager the option, to extend the Second Extended Term for an additional twelve (12) month period (the "Third Extended Term"). "Second Extended Term Threshold Amount" shall mean Three Hundred Fifty Thousand Dollars (\$350,000) or more in Gross Earnings (as defined herein) earned in the aggregate during the Second Extended Term with respect to Entertainment Activities (as defined herein). For purposes of calculating the Second Extended Term Threshold Amount monies earned from Wedding Singing, as defined in subparagraph 2(e) below, shall not be include.

(e) The Initial Term, the First Extended Term (if applicable), the Second Extended Term (if applicable) and the Third Extended Term (if applicable) shall be individually and collectively referred to herein as the "Term".

2. SERVICES.

(a) Artist hereby engages Manager as Artist's sole and exclusive personal manager in all respects of the entertainment industry including, without limitation, live performance,

music, music recording, music publishing, motion pictures, film, television, literary, dramatic and theatrical, merchandising or sponsorships (“Entertainment Activities”) throughout the world for the Term, and Manager accepts such engagement subject to the terms and conditions of this Agreement (the “Management Services”).

(b) Without limiting any of the terms hereunder, during the Term, Manager agrees to use all reasonable efforts to promote, develop, and advance Artist’s professional career, and to advise and counsel Artist with respect to all Entertainment Activities, including, but not limited to:

(i) advising and counseling in any and all matters pertaining to publicity, public relations, and advertising;

(ii) advising and counseling with relation to the adoption of a proper format for presentation of Artist’s talents, and in the determination of proper style, mood, setting, and characterizations in keeping with Artist’s talents;

(iii) advising and counseling regarding the selection of artistic talent to assist, accompany, or embellish Artist’s artistic presentation and advising and counseling in connection therewith;

(iv) advising and counseling with regard to general practices in the entertainment and amusement industries, and with respect to such matters of which Manager may have knowledge concerning compensation and privileges for similar artistic values;

(v) advising and counseling concerning the selection of theatrical agencies, business managers, and persons, firms, and corporations who will advise and counsel Artist, and will seek and procure employment and engagements for Artist;

(vi) to the extent permitted by law, advising and counseling in connection with the negotiations of all agreements affecting Artist’s career;

(vii) subject to approval by Artist, coordinating the professional schedules of Artist;

(viii) with Artist’s prior written consent, causing the audit and examination of books and records of parties which Artist has contractual or other rights to audit and to examine; and

(ix) performing any other services customarily performed by a personal manager in the entertainment industry, provided, however, that Manager shall not be obligated to seek, solicit, obtain, or procure any other employment or engagements for Artist, but shall consult with and assist licensed booking agents in doing so.

(c) Manager shall be required to render all customary and reasonable services called for by this Agreement as and when reasonably required. Manager shall not, however, be required to travel to meet with Artist at any particular place, except in Manager’s reasonable discretion or as may be reasonably necessary to perform Manager’s function hereunder, and subject to satisfactory arrangements for payment or reimbursement of the reasonable costs and expenses of such travel.

(d) Artist acknowledges that nothing contained herein shall prohibit Manager from providing similar services for others or from engaging in other business activities during the Term.

(e) Notwithstanding the foregoing terms and conditions, Artist hereby acknowledges that Manager shall not be required to render the Management Services with respect to Artist's services as a wedding singer ("Wedding Singing"). Monies earned by Artist in connection with the Wedding Singing shall not be commissionable by Manager hereunder.

3. MANAGER'S AUTHORITY.

(a) During the Term hereof, Manager is authorized and empowered for Artist and in Artist's behalf, after written approval from Artist (email approval shall suffice) provided that Manager shall not be required to obtain Artist's written approval and oral approval shall suffice in any instance where the exigencies of the event require immediate action, to do the following: (i) to approve and permit any and all publicity and advertising relating to Artist's career in the entertainment industry; (ii) to approve and permit the use of Artist's name, approved photographs, approved likenesses, voice, sound effects, approved caricatures, literary, artistic and musical materials for purposes of advertising and publicity, and in the promotion and advertising of any and all products and services relating to Artist's career in the entertainment industry. Artist will provide to Manager, upon Manager's request, an appropriate number of photographs and images approved by Artist ("Subject Materials") for the aforementioned purposes; provided, if Artist provides Manager with new Subject Materials and requests Manager to cease with using the existing Subject Materials, Manager shall cease with using such existing Subject Materials; and (iii) with Artist's prior written consent in each instance, to engage, as well as discharge and/or direct for Artist and in Artist's name, theatrical agents, business managers, and employment agencies, as well as other persons

(b) Notwithstanding any other provision contained in this Agreement, Manager shall not execute, pursuant to the authority granted to Manager in paragraph 3(a) above, on behalf of Artist, any book publishing, booking agency, motion picture, television, theatrical, sponsorship, endorsement or any merchandising contract, or any other agreement. As a general practice, Manager will make good faiths efforts to not utilize its authority as set forth above except for short engagements and minor publicity matters. Manager will communicate regularly with Artist regarding all of the above and shall act under Artist's general direction.

4. COMMISSION.

(a) With respect to Term Products (as defined herein), Term Services (as defined herein) and Pre-Term Products (as defined herein), Artist shall pay Manager fifteen percent (15%) of Artist's Gross Earnings earned, received and/or credited to Artist ("Manager's Commission"), as and when collected, on the terms and conditions more particularly set forth below.

(b) For the purposes of this Agreement, subject to the terms and provisions of this Agreement, the term "Gross Earnings" shall mean the total of all earnings and other consideration, whether in the form of salary, bonuses, royalties (or advances against royalties), settlements, payments, fees, interests, property, percentages, shares of profits, stock, merchandise or any other kind or type of income or remuneration, related to Artist's career in the entertainment industry in which Artist's artistic talents or services are exploited that is received at any time by Artist, or by any person or entity (including Manager) on Artist's behalf.

If Artist receives, as all or part of Artist's compensation for activities in the entertainment and literary fields, stock or the right to buy stock in any corporation or if Artist becomes the packager or owner of all or part of an entertainment property, whether as an individual proprietor, stockholder, partner, joint venturer or otherwise, Manager's percentage shall apply to said stock, right to buy stock, individual proprietorship, partnership, joint venture or other form of interest (only to the extent such interests are in lieu of compensation for Artist's services); and Manager shall be entitled to Manager's percentage share thereof. If any corporation, partnership, trust, joint venture, association, proprietorship or other business entity in which Artist has a direct or indirect interest shall receive any compensation for permitting or contracting for the use of the Artist's services, name, image, voice, likeness or endorsement, then such compensation shall be deemed to be "Gross Earnings" received by Artist for the purpose of this Agreement.

(c) Notwithstanding the foregoing, the following payments paid and/or incurred during the Subject Term shall not be included in Gross Earnings: (i) any recording costs, including studio, side musicians, producer and mixing fees and royalties, (ii) sound and light allocations paid to the Artist or on her behalf by any promoter or other third party, (iii) travel and/or accommodations and/or per diems allotments received from or paid on behalf of the Artist by any third parties in connection with travelling to and from an appearance or other professional activity, (iv) costs pertaining to production of videos; and (v) any other funds obtained from third parties for purposes of Artist's expenses in connection with Artist's Entertainment Activities.

(d) Following the Term, Artist shall pay Manager's Commission ("Post Term Commission") with respect to Artist's Gross Earnings, as and when collected, derived from Term Products, Term Services as follows:

<u>Post-Term Years</u>	<u>Commission</u>
1	10%
2	5%
3-4	2.5%
5+	0%

(e) In the event the Term does not continue beyond the Initial Term, in lieu of the terms provided for in subparagraph 4(d) above, the Post Term Commission with respect to Artist's Gross Earnings, as and when collected, derived from Term Products, Term Services and Pre-Term Products shall be as follows:

<u>Post-Term Years</u>	<u>Commission</u>
1	5%
2	2.5%
3+	0%

As used herein "Term Products" means creative works created, rendered and/or exploited by Artist during the Term including musical compositions. "Term Services" shall mean services of Artist rendered during or after the Term pursuant to agreements entered into during the Term, or substantially negotiated during the Term and/or entered into within three (3) months after the end of the Term (including, without limitation, those respecting endorsements and sponsorships opportunities). Notwithstanding anything to the contrary in the foregoing and for the avoidance of doubt, no earnings from live performances or respecting endorsements and sponsorships

opportunities occurring after one year subsequent to the expiration of this Agreement shall be deemed to be Gross Earnings.

(e) If Artist forms a corporation or other entity for the purposes of furnishing and exploiting Artist's artistic talents, Artist agrees that such corporation or other entity is hereby deemed to have entered into this management agreement with Manager from the inception of the corporation or other entity identical in all respects to this Agreement (except as to the parties hereto). In such event the gross earnings of such corporation or other entity shall be included as part of the Gross Earnings.

5. EXPENSES. In the event that Manager incurs any costs, fees or expenses in connection with Artist's professional career or with the performance of Management Services hereunder, Artist shall promptly reimburse Manager for such fees, costs and expenses. Notwithstanding the foregoing, (a) Artist shall not be obligated to reimburse Manager for general overhead expenses, and (b) Manager shall not, without the prior written approval of Artist, incur any singular expense; provided, if a particular expense is less Two Hundred and Fifty Three Dollars (\$250) and Artist fails to respond to Manager within twenty-four hours after Manager requests Artist approval, such failure to response shall be deemed to be Artist approval as to the particular expense. Notwithstanding anything to the contrary in the foregoing, Manager shall not spend more than Five Hundred Dollars (\$500) in any one four (4) week period without Artist's prior written approval. Travel expenses incurred by Manager which benefit multiple clients of Manager shall be pro-rated by Manager among the clients benefited. Upon Artist request, Manager shall provide Artist with itemized statements of all expenses incurred with respect to Manager's services rendered hereunder, together with supporting documentation evidencing such expenses. Artist shall reimburse Manager for such amounts within thirty (30) days of receipt of such statement.

6. BOOKS AND RECORDS. The parties hereunder agree that either Artist or a bona fide third party business manager approved by Artist and Manager shall be responsible for collecting Gross Earnings. Artist agrees to maintain and/or to cause all third parties collecting monies on Artist's behalf, during the Term and for so long thereafter as Manager's Commission (including Post Term Commissions) is payable hereunder, accurate books and records of all monies paid to or collected by Artist or by third parties on Artist's behalf. Such books and records may be inspected during regular business hours by a certified public accountant designated by Manager and at Manager's expense, at the place where same are regularly maintained, upon thirty (30) days' written notice to Artist; provided, however, that such examination shall not be permitted more than once per calendar year and further provided Manager may only examine and object to a particular statement within three (3) years after the applicable statement has been received by Manager. Manager will not have the right to sue Artist in connection with any accounting statement received, unless Manager commences suit within three (3) years and six (6) months after the applicable statement has been received by Manager. Artist will use good faith efforts to instruct all applicable parties to pay Manager monies and royalties payable hereunder.

7. OTHER PARTIES. If Artist is presently associated with one or more other performers in the performance of Artist's work or if during the Term of this Agreement Artist becomes associated with one or more such other performers, then the terms of this Agreement shall be and remain binding upon Artist without respect to the making or changing of any such association by Artist.

8. NOTICES. All notices pursuant to this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, or by recognized overnight courier (e.g., FedEx, UPS, etc.) at the respective addresses hereinabove set forth or such other address(es) as may be designated by either party. Such notices shall be deemed given when mailed, except that a notice of change of address shall be effective only from the date of its receipt. A copy of all notices sent to Manager hereunder shall be sent concurrently to _____, attn: _____, Esq., _____ and a copy of all notices sent to Artist hereunder shall be sent concurrently to _____, Esq., _____.

9. WARRANTIES AND REPRESENTATIONS.

(a) Artist warrants, represents and agrees that Artist is not under any disability, restriction or prohibition, either contractual, by force of any applicable law or otherwise, with respect to Artist right to execute this Agreement or to perform fully all of its terms and conditions.

(b) Manager warrants, represents and agrees that Manager is not under any disability, restriction or prohibition, either contractual, by force of any applicable law or otherwise, with respect to Manager's right to execute this Agreement or to perform fully its terms and conditions.

(c) Excluded Services of Manager. Artist hereby acknowledges that Manager is not an employment agent, theatrical agent, or licensed artists' manager, and that Manager has not promised to procure employment or engagements for Artist, and that Manager shall not be obligated to procure or to attempt to procure any employment or engagements for Artist hereunder. Artist shall be solely responsible for payment of all necessary commissions to booking or similar agencies. Artist shall at all times engage reputable and competent licensed booking and theatrical agents or other employment agencies, which are acceptable to Manager, to obtain engagements and employment for Artist. Any compensation which Artist may be required to pay to such agents or agencies shall be at Artist sole cost and expense.

10. INDEMNIFICATION. Artist and Manager agree to indemnify, and hereby do indemnify, save and hold the other harmless from all actual loss, damage and expenses (including legal costs and reasonable attorney's fees) arising directly out of or connected with any claim by any third party which shall be inconsistent with any agreement, warranty or representation made by Artist or Manager in this Agreement. Artist and Manager each agree to reimburse the other, on demand, for any payment made at any time after the date hereof with respect to any liability to which the foregoing indemnity applies.

11. ASSIGNMENT and KEY PERSON.

(a) Manager may not assign this Agreement except to a person or entity owning or acquiring a substantial portion of the stock or assets of Manager. Artist may not assign this Agreement or any of Artist rights hereunder without Manager's prior written consent (except to a furnishing entity).

(b) Notwithstanding anything to the contrary above, _____ ("Key Person") shall have day to day supervision of Artist's account. During the Term, Key Person shall be primarily responsible for Manager's activities under this Agreement. Notwithstanding the foregoing, it is understood and agreed that Key Person may delegate day-to-day responsibilities to other employees of Manager provided Key Person remains primarily responsible for the

activities and services provided by Manager. Notwithstanding anything to the contrary contained herein, in the event that the Key Person shall cease to be employed by Manager or shall cease to be primarily responsible for Manager's activities hereunder ("Key-Person Event"), Artist shall have the right to terminate the Term of this Agreement effective upon the date of Artist's notice to Manager of such Key-Person Event.

12. THE SIGNATURES OF MANAGER AND OF ARTIST BELOW INDICATE THAT EACH HAS SOUGHT LEGAL REPRESENTATION IN CONNECTION WITH THIS AGREEMENT OR HAVE HAD THE OPPORTUNITY TO HAVE IT EXPLAINED TO THEM BY AN INDEPENDENT ATTORNEY OF THEIR CHOICE AND HAS KNOWINGLY AND WILLFULLY WAIVED THE RIGHT TO DO SO.

13. MISCELLANEOUS. This Agreement, and all disputes arising between Artist and Manager, shall be governed by and construed in accordance with the laws of the State of New York. Unless expressly stated otherwise, the remedies specified herein are cumulative and in addition to any other remedies available at law or in equity. This Agreement constitutes the entire agreement between Artist and Manager respecting the subject matter hereof and supersedes all prior proposals, agreements, negotiations, representations, writings and all other communications, whether written or oral, between the parties. No modification or waiver of any provision of this Agreement shall be effective unless made in a writing signed by both parties. Artist may not assign this Agreement or any of Artist's rights hereunder without Manager's prior written consent. The prevailing party in any legal action brought by one party hereto against the other and arising out of any dispute between the parties shall be entitled, in addition to any other rights and remedies available to it at law or in equity, to seek reimbursement from the other party for its costs and expenses (including court costs and reasonable fees for attorneys) incurred with respect to bringing and maintaining any such action. This Agreement may be signed in counterparts and any signed copy of this Agreement delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year herein above the first written:

ARTIST:

MANAGER:

By: _____

By: _____
Authorized Signatory