

FREELANCE DIRECTOR ENGAGEMENT AGREEMENT

This engagement agreement ("Agreement") is entered into by and between ARC, LLC, a New York limited liability company ("ARC" or "Company") and _____ ("Client" or "You"). For purposes of this Agreement, the Company and Client are sometimes referred to individually as a "Party" and collectively as the "Parties."

This Agreement confirms the terms and conditions to assist Client in sourcing individuals that result in an engagement of a director with Client's company ("Director"). The Parties agree that Unaffiliated will act as a non-exclusive agent to search and present director talent ("Talent") to Client. In the event that UNAFFILIATED by ARC introduction of Talent leads to the booking of a Director, the following terms and conditions will apply.

1. Services

Client will provide a brief in the form of a storyboard, description and/or a general descriptive overview of the search. UNAFFILIATED by ARC will provide a list of potential Talent accompanied by a website or link to the work. UNAFFILIATED by ARC does not provide any tailor made presentations, only materials made readily available by Talent. Turnaround time on the list is between 12 - 24 hours upon receipt of request.

Upon Client expressing interest in pursuing Talent for a specified project, UNAFFILIATED by ARC will check on Talent availability and make an informal introduction to the specified contact at Client, assuming the Talent is both available and interested. Client is responsible for all other aspects of the Talent relationship including but not limited to negotiating rate, scheduling, bidding, travel and all related production and post production issues.

2. Fee Arrangement

Section 2.1. UNAFFILIATED by ARC's professional fee for use of a director with Client is based upon the Director's fees awarded on an engagement with Client. The fee payable to UNAFFILIATED by ARC is fifteen percent (15%) of the total fees paid to the Director, calculated as the day rate times the number of filming days ("Fee Structure"). The Fee Structure applies to any Talent introductions UNAFFILIATED by ARC makes on Client's behalf leading to Client using Director. Upon use of a Director, Client will notify UNAFFILIATED by ARC of the Director's fee. Client is responsible to issue payment to UNAFFILIATED by ARC no later than 30 days from the last day of filming. If payment is not received within 30 days, Client will incur interest on the unpaid fees at a rate of 18% per annum. Client understands and agrees that UNAFFILIATED by ARC is entitled to the Fee Structure for any subsequent placements of the same Director until such time as this Agreement is terminated or cancelled pursuant to Section 4 and for a period of 12 months thereafter.

Section 2.2. Client understands and agrees that if Client uses any of UNAFFILIATED by ARC's identified Talent for *any position* with Client, UNAFFILIATED by ARC will be owed the full Fee Structure specified in

Section 2.1. If the method of calculating the placement fee differs from Section 2.1, UNAFFILIATED by ARC will be entitled to 15% of the total compensation paid to Talent for each engagement and/or of the annual compensation. If Client enters an exclusive agreement with any of UNAFFILIATED by ARC's identified Talent, UNAFFILIATED by ARC will be entitled to a one-time flat fee of twenty-five thousand dollars for the duration of and for 24 months after termination of this contract.

Section 2.3 It is Client's obligation to notify UNAFFILIATED by ARC when Talent has been used and the job awarded. Similarly, Client agrees to promptly respond to any inquiries from UNAFFILIATED by ARC about use of any Talent.

Section 2.4 Client understands that UNAFFILIATED by ARC is entitled to the specified fees for any hired Talent regardless of the manner in which Client legally classifies Talent.

3. Pre-Existing Relationships

Section 3.1. Given close networks within the production community, Unaffiliated understands that Client may have past relationships with Talent that Unaffiliated presents to Client. Therefore, at the outset of the engagement, Client will provide a list of directors already under consideration for same project that it intends to be considered outside of the terms of this Agreement. If no list is provided, all Talent submitted by UNAFFILIATED by ARC will be subject to the Fee Structure.

4. Terms of Cancellation

Section 4.1. Either party may cancel this Agreement at any time and for any reason, by providing written notification.

Section 4.2. If Client cancels, after receipt of the notice of cancellation, UNAFFILIATED by ARC will provide Client, within thirty (30) days, with a list of Talent that has been disclosed to Client during the search process. Within twenty-four (24) months of the date of cancellation, if Client uses any Talent presented on UNAFFILIATED by ARC's provided list, Client agrees to pay full fees based on the terms identified in Section 2.

Section 4.3. In the event Client cancels the contract, any outstanding balance is payable in full within 30 days of the date of cancellation.

5. Independent Contractor Relationship

Neither this Agreement nor the services to be provided shall be construed to create any relationship of employment, agency, partnership or joint venture between the parties.

6. Equal Employment Opportunity

UNAFFILIATED by ARC is an equal opportunity employer committed to the principles of nondiscrimination in the workplace. UNAFFILIATED by ARC does not discriminate in search on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law. In providing the services described in this Agreement, UNAFFILIATED by ARC represents that we have not and will not discriminate on any such basis. While UNAFFILIATED by ARC has no employment relationship with Talent, it is our policy to source and present Talent in a nondiscriminatory manner. Proactively, UNAFFILIATED by ARC makes

every good faith effort to include a diverse pool of qualified Talent in our search assignments. Likewise, Client agrees not to use any Talent information provided by UNAFFILIATED by ARC in violation of any applicable federal, state or local equal opportunity law and that, as an employer, Client agrees to comply with any employment law requirements that may be applicable.

7. Indemnification

To the extent permitted by law, both parties will defend, indemnify, and hold the other party and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by either party's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in this Agreement; or the negligence, gross negligence, or willful misconduct of either party or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

8. Confidentiality and Non-Disclosure

In order for the relationship to operate from trust, the parties mutually acknowledge that we will be exposed to the confidential and proprietary information belonging to or relating to the affairs of the other's business, including but not limited to, strategic plans, ideas and concepts, business transactions, trade secrets, and other information (collectively "Confidential Information"). Both parties agree that during the term of this Agreement, and at all times thereafter, we will not, directly or indirectly, use, commercialize or disclose the other's confidential information to any person or entity. Both parties will use due diligence and care in safeguarding the Confidential Information.

9. General Provisions

Section 9.1 Governing Law & Jurisdiction. The parties acknowledge and agree that the terms outlined herein are contractual. The parties agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, and all disputes or other matters relating to this Agreement shall be brought in any federal court located in the Southern District of the State of New York or any New York State court located in the Borough of Manhattan. Each party consents to the personal jurisdiction of such courts over the other party.

Section 9.2 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the respective parties, the legal representatives, successors and assigns. No assignment of this Agreement shall be made by either party without the written consent of the other.

Section 9.3 Entire Agreement. UNAFFILIATED by ARC's Terms of Service, together with this contract, constitute the entire agreement between the parties and supersede all contemporaneous and prior agreements, representations and understandings between the parties relating to this Agreement. This Agreement may not be amended or modified in any respect except in writing signed by both parties. The failure of either party to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver of such party's right to insist upon strict adherence to such provision thereafter or to any other provision of this Agreement in any other instance.

Section 9.4. Severability. If any provision of this Agreement is held to be unenforceable, each such unenforceable provision shall be excluded from this Agreement, and the balance of the Agreement shall be interpreted as if each such unenforceable provision were excluded; provided, however, that if a provision is held unenforceable because it is excessively broad or unreasonable as to scope or subject,

such provision shall continue to be enforced to the extent necessary to be reasonable under the circumstances and consistent with applicable law while reflecting as closely as possible the intent of the parties as expressed herein.

Section 9.5. Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the Parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the Parties under this Agreement.

Attached as an Addendum to this Agreement is are our official FAQ, which plays an integral role in a successful collaboration between UNAFFILIATED by ARC and Client. It describes the process of a typical assignment and covers important expectations regarding our working relationship. Your signature below indicates you have read and understand the Terms of the Service outlined in the FAQ.

You, the Client, acknowledge and affirm that you have read the contents of this Agreement, you understand its terms, and you knowingly and voluntarily execute this Agreement with your own free will, without relying on any statement or representation of us. Your signature below constitutes your full acceptance of the terms and conditions set forth in this Agreement.

Authorized Agent for Client

Authorized Agent for ARC, LLC

Agreed and Confirmed

Agreed and Confirmed

Dated: _____

Dated: _____
