

TALENT AGREEMENT

This Talent Agreement (hereinafter referred to as the "Agreement") is made and entered into this 8th day of April, 2026, by and between Heyman Talent Agency, Inc. aka Artists Agency/Agency (hereinafter "Agency") and Ariana Hodes (Hereinafter the "Talent"). "Agency" includes all business conducted by Heyman Talent Agency, Inc., and all names under which it does business.

RECITALS

1. Agency conducts a business for the negotiation and contracting for modeling, acting, and voiceover bookings ("Booking(s)") in advertising, television, radio, art, entertainment, promotional activities, print, and similar fields in the furtherance of the occupation and career of the Talent, and in the conduct of such business, the Talent desire to have negotiation and contracting for modeling, acting, and voiceover Bookings in advertising, television, radio, art, entertainment, promotional activities, print, and similar fields in the furtherance of the occupation and career of the Talent, to be performed by Agency.
2. The Talent is seeking modeling, acting and voiceover Bookings in advertising, television, radio, art, entertainment, promotional activities, print, and similar fields in the furtherance of the occupation and career of the Talent, to be performed by Agency.
3. Agency agrees to perform these services for the Talent under the terms and conditions set forth in this Agreement.
4. The Talent agrees to perform the negotiated contracts, secured by Agency on behalf of the Talent.
5. In consideration of the mutual covenants contained herein, Agency and the Talent hereby agree as follows:
 - a. **Recitals and Section Headings.** The above Recitals are intended to be part of this Agreement as if reproduced here. Section headings are not material and are not indicative of the meaning of the language contained in the section.
 - b. **Nature of the Work.** The Talent will perform work as depicted in written or oral contracts negotiated by Agency on behalf of the Talent for Bookings with third-party clients ("Clients").
 - c. **Relationship Created.** The Talent is neither an employee nor an agent of Agency for any purpose whatsoever but is an independent contractor, and no other relationship is created or implied. The Talent will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with such principles. The Talent understands that his/her relationship with Agency is an "at will" relationship.
 - d. **Taxes.** As an independent contractor, the Talent agrees to be solely responsible for the payment of all federal, state, and local taxes owed because of any payments made to the Talent by Agency. No taxes will be withheld from the Talent's pay. The Talent further understands that Agency will not provide any

Worker's Compensation coverage, unemployment insurance, health insurance, or any other benefits associated with an employer/employee relationship. However, when Talent is booked on a SAG/AFTRA job, Talent shall be issued a W-2 and have taxes withheld per the SAG/AFTRA paymaster.

- e. **Expenses**. The Talent agrees to be responsible for all expenses incurred and all disbursement made by him/her in connection with the performance of the Talent's duties. The Talent is not authorized to incur any liability on behalf of Agency for any such expenses or disbursements, and the Talent shall indemnify Agency for any such expenses for which Agency may be billed.
- f. **Indemnification**. The Talent agrees to indemnify Agency, its agents, servants, and employees, against all claims, damages, losses and expenses, including reasonable attorney's fees, which may arise out of the performance or the failure to perform the Talent's work hereunder, that are caused in whole or in part by the Talent's negligent acts or omissions.
- g. **Compliance With Applicable Law**. During the course of the performance of the Talent's duties on behalf of Agency, the Talent agrees to comply fully with all federal, state, and local laws applicable to the Talent's performance.
- h. **Payment**. All Talent payments for work performed shall be issued to Agency for disbursement to Talent. A schedule of the Agency's commission is attached hereto in the Addendum, which is incorporated herein.

The Agency, not the Talent, will invoice the employer of Talent for all work performed by the Talent. The Talent grants permission to the Agency to receive the gross compensation from Client and to deduct the Agency's compensation directly from the Talent's gross compensation. If Client fails to pay, the Talent and the Agency do not receive compensation. Agency is not liable if Talent is not paid due to Client's failure to pay.

If Talent withholds or deny Agency's commission or causes another party to withhold or deny Agency its commission, Talent shall be required to pay Agency up to the amount withheld or denied, plus compensate Agency for its fees and costs related to collecting the commission, including but not limited to its Attorney's fees.

- i. **Rules and Regulations.** The Talent agrees to abide by all rules and regulations which may be promulgated from time to time by Agency, whether orally or in writing. Failure to abide by any such rules or regulations shall be grounds for withholding payment to the Talent.
- j. **Property.** The Talent agrees that any and all property and Confidential Information (as defined below) which are a part of or relate to the business of Agency, and which are or have been developed by the Talent or by Agency, or by other agents or employees of Agency, including all contracts, fees, commissions, customer lists, forms, business records, computer files, photographs, advertising and promotional materials, computer programs, and any other incident of any business developed by Agency, or carried on by the Talent for Agency, are and shall always remain the exclusive property of Agency and for its sole use.
- k. **Non-disclosure.** Not at any time, during or after this Agreement is in force shall Talent, directly or indirectly, use or disclose any property or Confidential Information (hereinafter defined), no matter is its written, verbal, observed or in any other form, for any purpose not associated with Agency's benefit. Such "Confidential Information" includes without limitation all information about Clients, advertising methods of Agency, production methods of Agency, photographers of Agency, and other associate organizations. Confidential Information shall also include customers, Client list, other talent lists, phone lists, phone numbers, addresses, e-mail addresses, files, technology, business plans, programs, data, sales and marketing methodologies, plans and materials, computer files and programs, advertising and promotional materials, and any other information or know how, used by Agency in managing, marketing, or furthering its business. Upon the termination of this Agreement, for any reason, the Talent agrees to immediately return to Agency any and all of the documents, records, notebooks, manuals, plans, materials, computer disks, files, and all other items constituting the property or Confidential Information of Agency including all copies thereof then in the Talent's possession or control, whether prepared by the Talent, that contains the Agency's Confidential Information acquired under this Agreement. The Talent agrees to undertake all necessary and appropriate steps to ensure that the confidentiality of Agency's Confidential Information shall be always maintained. Any unauthorized release or carelessness in the handling of Confidential Information is considered a breach of this Agreement and/or possible liability in any legal action for such breach. The obligations contained herein this Section k survives termination of this Agreement.
- l. **Exclusive Bookings.** The Talent further agrees that, for the term of this Agreement and after the termination of this Agreement, the Talent shall pay or ensure Agency receives its commission for any Bookings Talent received and performed during the term of this Agreement. Talent will not directly or indirectly solicit Clients to pay Talent for Bookings that Agency secured for Talent. Additionally, during the term of this Agreement Talent shall not seek

Bookings through another company or, entity that is in the similar business of Agency in every part of the Company's Territory (hereinafter defined) in which the Talent conduct business in on behalf of the Company during the term of the Agreement as set forth above. "Territory" shall mean all counties in the States of Ohio, Kentucky, and Indiana. The Company must notify the Talent in writing for the expansion to be binding on the Talent. Should Talent violate this Section 1, Talent shall be required to disgorge and pay Agency the fee it would have earned as if this Agreement was in force. The obligations contained herein this Section 1 survives termination of this Agreement.

- m. **Severability**. The provisions of this Agreement are severable, and any judicial determination that one or more of such provisions, or any portion thereof, is invalid or unenforceable shall not affect the validity or enforce ability of any other provisions, or portions thereof, but rather shall cause the Agreement to be construed in all respects as if such invalid or unenforceable provisions, or portions thereof, were modified to terms that are valid and enforceable and provide the greatest protection to Agency's business interests; provided, however, that if necessary to render this Agreement enforceable, it shall be construed as if such invalid or unenforceable provision, or portions thereof, were omitted. Furthermore, nothing in this Agreement shall be construed in such a manner as to violate any SAG/AFTRA contract.
- n. **Successors**. This Agreement is personal to the Talent and may not be assigned by the Talent. This Agreement shall inure to the benefit of and be binding upon Agency and its successors, assigns, and licensees. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.
- o. **Prior Agreements or Understandings**. This document represents the entire agreement between the parties. It supersedes any prior agreements or understandings between the parties, whether oral or in writing. In entering into this Agreement, neither party is relying on any representations or statements other than those contained in the Agreement itself.
- p. **Amendments**. Not including the Addendum (hereinafter defined), this Agreement may be amended only by a subsequent written document, signed by both the Talent and the President or CEO of Agency.
- q. **Bookings**. Talent agrees not to take direct Bookings from Clients or potential Clients. All Bookings shall be through Agency for the potential Bookings subject to this Agreement.

During the Term of this Agreement, all Talent contracts for Bookings and/or employment shall be sent to Agency for review and negotiation before signing. This policy applies to usage, residuals, and renewal contacts.

- r. Agency has the right to negotiate and renegotiate any fees with the Client on behalf of the Talent at any time. Talent agrees to receive all Bookings via e-mail. Agency is authorized to use Talent's name, likeness, and qualifications to publicize Talent in connection with representation of Talent.
- s. **Termination.** This Agreement shall be in force for three (3) years from the date of execution. It shall automatically renew at the end of each term for an additional three (3) years unless otherwise terminated thirty (30) days prior to the expiration of a three (3) year term consistent with Section c. Talent and Agency agree that upon termination, all commissions remain due to Agency for any employment and/or jobs Agency placed Talent or Talent auditioned for during the term. Any commissions that remain due to Agency include but are not limited to residuals, usage and renewals contained within this Section S shall survive the termination of this Agreement.

Agency shall be entitled to terminate the Agreement prior to the expiration of the three (3) year so long as it provides thirty (30) days written notice to the other party.

- t. **Non-Disparagement.** The Talent agrees not to directly or indirectly, annoy, molest, harass or in any way interfere with Agency, its employees, or its clients. In addition, the Talent shall not directly or indirectly disparage or make any derogatory, offensive, insulting, or malicious statement, verbally, in writing, or via any other method, concerning, touching upon, regarding or mentioning Agency or any of its principles or employees. The obligations contained within this section t shall survive the termination of this Agreement.
- u. Talent warrants that he/she has fully read and understands the terms within this agreement; and has entered into this agreement freely and with such knowledge and advice he/she deems necessary. Talent indicates they are of legal age to enter into such agreement. (If Talent is under the age of eighteen (18), the Talent's parent or legal guardian signature IS required.)
- v. No representations or warranties other than those expressly made herein have been made by the Agency.
- w. **Addendum.** Addendum to the Agreement is attached hereto and incorporated herein as if reproduced here.

[remainder of this page is blank]

[signature page to follow]

IN WITNESS WHEREOF, the Talent has hereunto set Talent's hand, and Agency has caused this Agreement to be executed in its name and on its behalf, all as of the date hereinabove first written.

The Talent/Guardian:



_____ (signature)

Print name of Talent: Ariana Hodes

If minor: _____ (name of minor)

Date Signed: 4/8/26

Heyman Talent Agency, Inc.:

By: 

Its: _____

Date signed: 08 April 2026

Addendum to the Agreement

This Addendum (the "Addendum") is incorporated into the Talent Agreement dated April 8, 2026 (the "Agreement"). If the terms within this Addendum conflict with the Agreement the terms in this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Agreement shall have the same meaning for purposes of the Agreement. Now and in consideration of the execution or renewal of the Agreement of which all the terms are in full force and are reaffirmed as if restated here, Agency and Talent agree as follows:

1. **Exclusivity:** The Agreement is an exclusive agreement, whereby Talent agrees to maintain sole representation for bookings by and through the Agency in the states of Ohio, Kentucky, and Indiana as well as in the states listed below:

None (if no additional states, write "none")

For any state not listed above, Talent may have different representation or dual representation with another agency and the Agency.

If Agency efforts, actions, communication, no matter how minimal, result Talent being placed with a major market agency or management firm outside of the above-listed states, Agency shall be considered the mother Agency. Talent agrees he/she will sign an agreement in order to facilitate this placement. Should Talent be placed with a major market agency or management firm, Talent shall remain obligated to the terms within this Agreement for the applicable geographic areas define herein.

2. **Payment for non-union jobs/employment:** For all non –union employment, non-union and Union Talent shall pay to the Agency 20% of the Talent's gross compensation. Agency shall also be paid 20% of the gross compensation directly by the employer. Talent understands payment will normally be made within 30 working days after the Agency has been paid and the check/payment has cleared the bank. If the Agency is unable to collect Talent's compensation from the employer of Talent, neither Talent nor Agency will be compensated. If Talent's compensation is not paid in full, Talent will receive Talent's gross compensation less Agency's commission on amount collected.

Talent should also note that it is a standard industry practice for agency to charge clients a service fee for non-union on-camera and print work. Talent agrees Agency is permitted to charge such industry norm fees.

3. **Payment for union jobs/employment:** If a job is a SAG/AFTRA job, the Talent agrees to pay the Agency commission of 10% of the Talent's gross (pre-taxes) for all jobs and residuals resulting from the job/employment, in accordance with the applicable SAG/AFTRA agreement. Commission payable to the Agency shall be paid immediately upon receipt of compensation from Client.
4. **Commission on payment for bookings and any usage, renewals, and residuals shall be due Agency for as long a period as Talent continues to receive monies or other considerations from Bookings initiated during the term specified herein, including**

monies or other considerations received by Talent under the extended term of said jobs, resulting from the exercise of an option or options offer by a Client, extending the term of any Booking, whether such options be exercised prior to or after the expiration of the term specified herein. So long as Agency receives commissions from Talent, the Agency shall be obligated to service Talent & perform the obligations of this Agreement with respect to the services of the Talent on which commissions are based.

All fees and residuals as well as further communication from any contracts made by the Agency for the Talent during the term of this Agreement shall be booked through the Agency for a period of five years from the date of last contract made with Client.

5. Agency has the right to negotiate and renegotiate any fees with Client on behalf of the Talent at any time
6. Talent agrees not to discuss rates on the set with anyone, nor with other talent or Client. Such information shall be considered Confidential Information as defined within the Agreement.
7. Talent understands that Talent shall not take friends or family on Bookings, castings, or interviews. Minor children under the age of eighteen years of age must be accompanied by only one adult.
8. If Talent is late or fails to appear at a booking the Talent can be liable and responsible for all other Talent fees, and production costs for the time the production had to wait on the Talent. If Talent realizes they will be late or not able to appear they must notify the Agency immediately.
9. Talent understands that if Talent is uncooperative or unprepared, Talent may expect to receive a reduction in pay from Client as negotiated by Agency.
10. If an on-set voucher is required, Talent is responsible to deliver the voucher to the Agency office of Booking within 3 days of the Booking.
11. If Talent's Booking is paid at an hourly rate, Talent understands that they must e-mail Agency at the completion of hourly Booking to report to the Agency the hours and how the Booking went.
12. Talent will keep the Agency supplied with current marketing materials (including, but not limited to, Pictures, Resumes, Comp Cards, Demo, Reels, Portfolios, etc.) at the Talent's expense. Agency will choose the materials to be utilized in the promotion of Talent. No materials will be accepted with personal contact information or other Agency's information on them. Talent is to supply Agency with appropriate materials within 6 weeks of signing with the Agency. If not, talent may be released from the Agency. Talent will keep Agency informed of all physical changes, i.e., sizes, height, weight, teeth, tans, hair length, hair color, tattoos, pregnancy, etc. Talent under 5 years of age

should have updated photos and statistics every 6 months. Talent between the ages of 6-16 should have updated photos every year.

13. Talent understands that signing with the Agency does not guarantee Bookings, auditions, or go-sees.
14. At such time as Talent or Agency chooses to terminate representation, talent has 30 days to pick up any promotional materials kept at the Agency. If talent does not pick up said promotional material the Agency will dispose of said materials.
15. Agency shall not be liable for any injuries or damages sustained by the Talent or caused by others during the course of performing any work negotiated during the term of this Agreement. Talent should maintain general liability insurance and auto insurance.
16. If Talent maintains a social media presence, Talent shall not make any disparaging, racist, homophobic, xenophobic, defamatory, obscene, sexual-natured, or abusive statements or comments on said social media accounts. While on a Booking, Talent shall refrain from behaving in a manner that could be construed as violating the before-mentioned social media policy.
17. Talent shall check Talent's e-mail daily to ensure receipt of Agency e-mails.

IN WITNESS WHEREOF, the Talent has hereunto set Talent's hand and agrees to be bound by this Addendum, and Agency has caused this Addendum to be executed in its name and on its behalf, all as of the date hereinabove first written.

The Talent/Guardian:


_____ (signature)

Print name of Talent: Ariana Hodes

If minor: _____ (name of minor)

Date Signed: 4/8/26

Heyman Talent Agency, Inc.:

By: 

Its: _____

Date signed: 08 April 2026