



STATE APPROVED AGENCY CONTRACT

DATE:

To: Paloma Model & Talent, Inc.

This will confirm the following agreement between us:

1. I hereby engage you as my sole and exclusive representative and agent throughout the world for a term of one year commencing with the date hereof (the "term").

2. Your duties hereunder shall be to use all reasonable efforts to procure the engagement of my services, as an artist, model, performer and in any other related capacity in the entertainment and related fields throughout the world, including but not limited to merchandising, testimonials, advertising, infomercials, commercial tie-ups, interactive media or any other technology now in existence or hereafter utilized. You may advise, counsel or direct me in the development or advancement of my professional career. The aforesaid duties outside the continental United States may, at your election, be performed by anyone else appointed by you.

3. You hereby accept this engagement and agree to perform the services specified herein. I understand that you may render other or similar services to other persons, firms and corporations. I agree not to engage any other person, firm or corporation to act for me in the capacity in which I have engaged you. I hereby represent and warrant that I am free to enter into this Agreement and that I do not have and will not have any contract or obligation that will conflict herewith.

4. I agree to pay you twenty percent (20%), except 10% for all employment conducted through a SAG or AFTRA signatory, of the gross compensation earned or received by me for, or in connection with, (i) any contracts for, or engagements of, my services (collectively and individually hereinafter sometimes referred to as "employment") now in existence, except to such extent that I may be obligated to pay commission on such contracts to another agent, or contracts entered into or negotiated for during the term, including, but not limited to, all gross compensation therefrom, and payments thereon, that are earned or received by me, or become due or payable to me after the expiration of the term, and (ii) for, or in connection with all modifications, renewals, additions, substitutions, supplements, replacements, or extensions of or to such contracts and engagements, whether negotiated during or after the term hereof. You shall continue to perform your obligations hereunder after the term with respect to all employment with respect to which you are entitled to your commission as provided in the immediately preceding sentence. "Gross compensation" includes all forms of compensation, money, things of value or other emoluments (including, but not limited to, salaries, earnings, fees, residuals, royalties, bonuses,

gifts, monetary and non-monetary consideration, securities and shares of profits or gross receipts) received by me or any person, firm or corporation, partnership, joint venture or other entity now or hereafter owned or controlled by me (hereafter "my firm") or in which I may have any right, title or interest, on my behalf, from such contracts or engagements and modifications, renewals, additions, substitutions, supplements, replacements, and extensions of or to such contracts or engagements, whether or not procured by you or by anyone else as well as from any form of advertising, commercial tie-ups or infomercials using my name, likeness, or voice.

5. In the event that my firm, if any, has or hereafter during the term acquires, directly or indirectly, any right respecting my services in any of the fields covered by this Agreement, then promptly following your request to do so, I shall cause my firm to enter into a written exclusive agency agreement with you with respect to such services upon all of the terms and conditions herein contained, specifically including an agreement by my firm to pay compensation to you as herein provided in Paragraph 4, based upon the gross compensation paid and/or payable to my firm, directly or indirectly, for furnishing my services. For the purposes of this Paragraph 5, the term "gross compensation" shall be deemed to include gross compensation paid and/or payable to my firm if it would have been gross compensation pursuant to Paragraph 4 if paid or payable to me. Notwithstanding the fact that my firm may enter into such agency agreement with you, I shall in all events remain primarily liable, jointly and severally with my firm, to pay compensation to you as provided in Paragraph 4 above, based on the gross compensation paid and/or payable to my firm, directly or indirectly, for furnishing my services; and I shall indemnify you against a failure of my firm to execute said agency agreement, or, if it has executed said agency agreement, any failure of my firm to pay commissions pursuant thereto or otherwise to comply with the provisions thereof, and hold you harmless from any loss, cost, or expense incurred by you as a result of said failure. No waiver, extension, change, or amendment with respect to said agency agreement, nor failure for any reason to execute same, shall be deemed to release me of or from any liability hereunder.

6. No breach or failure by you to perform the terms hereof, which breach or failure would otherwise be deemed a material breach of this Agreement, shall be considered as such unless within thirty days after I acquire knowledge of such breach or failure or of facts sufficient to put me upon notice thereof, I serve written notice upon you of such breach or failure and you do not cure said breach or failure within a period of ten days after your receipt of the notice. This paragraph shall not be deemed to extend or limit the applicable provisions of Section 1700.44 of the Labor Code.

7. Your commissions under this Agreement shall be payable as and when gross compensation is received by you or me, my firm, or any other person or entity on my behalf. From all gross compensation subject to this Agreement which you may receive you shall have the right to deduct the amount of any and all commissions that are due and payable to you hereunder or under any other representation agreement between us. With respect to gross compensation subject to this Agreement which is paid directly to me, my firm, or any other person or entity on my behalf, an amount equal to said commission shall be deemed to be received and held by me or them in trust for you and your commission thereon shall be paid to you promptly after receipt by me or them of such gross compensation.

8. In the event of my failure to obtain employment or a bona fide offer therefor from a responsible employer, in the fields of endeavor in which you represent me, for a period of time in excess of four consecutive months, such failure shall be deemed cause for the termination of this contract by either party; provided that I at all times during such period of four consecutive months be

ready, willing, able and available to accept employment and render the services required in connection therewith. Notice of intention to terminate under this provision must be given in writing to the other party to such a contact directed to the last known address of said party. In the event I accept employment prior to any written notice of termination, said right of termination is deemed waived as to all past periods of unemployment but not as to future four (4) consecutive months of employment. Any termination herein does not affect your rights or my obligations under Paragraph 4 and 5 of this Agreement.

9. If within four months after the end of the term hereof, I accept any offer on terms similar or reasonably comparable to any offer made to me during the term hereof, from or through the same offeror or any person, firm or corporation directly or indirectly connected with such offeror, the contract resulting therefrom (oral or written) shall be subject to all of the terms hereof, including the payment provisions of Paragraph 4 and 5 above. As to the proceeds of any motion picture, film, tape, wire, transcription, recording, or other reproduction of my services covered by this Agreement, your right to payment under Paragraph 4 and 5 shall continue so long as any of these are used, sold, leased, or otherwise disposed of, whether during or after the term hereof. If I enter into any agreement which would have been otherwise covered by this General Services Agreement within four months after the termination hereof, with any person or business entity as to whom a submission has been made and/or negotiations commenced on my behalf during the term of this Agreement then in said event any such employment contract entered into shall be deemed to have been entered into during the term hereof.

10. Insofar as this Agreement refers to any employment subject to the jurisdiction of the State of California, controversies arising between us under the Labor Code of the State of California and the rules and regulations for the enforcement thereof shall be referred to the Labor Commissioner of the State of California as provided in Section 1700.44 of said Labor Code, except to the extent that the laws of the State of California now or hereafter in effect may permit the reference of any such controversy to any other forum, person or group of persons.

11. This instrument, together with any forms you and I execute, sets forth the entire agreement between us with respect to the fields of endeavor recited in Paragraph 2 of this Agreement. This Agreement shall not become effective until accepted and executed by you. I hereby represent and warrant in executing this Agreement that I have not relied on any statements, promises, representations or inducements, except as specifically set forth herein. This Agreement may not be changed, modified, waived or discharged in whole or in part except by an instrument in writing signed by you and me; provided further that any substantial changes in this Agreement must first be approved by the California Labor Commissioner unless said changes operate to my advantage. This Agreement shall inure to the benefit of and be binding upon you and me and your and my respective heirs, distributees, executors, and administrators.

12. Should any provision of this Agreement be void or unenforceable for any reason, such provision shall be deemed omitted and this Agreement with such provision omitted shall remain in full force and effect.

Wherever the context so requires, the masculine gender shall include and apply to all genders, and the singular shall apply to and include, as well, the plural.

Very Truly Yours,

(Artist Signature)

(Print Name)

If Artist is a minor, minor's parent or legal guardian (please circle) must also sign:

(Parent Signature)

(Print Name)

AGREED TO AND ACCEPTED:

(Agent Signature)

(Print Name)

Paloma Model & Talent, Inc.
1600 Rosecrans Avenue, Media Center, 4th Floor
Manhattan Beach, CA 90266

This Talent Agency is licensed by the Labor Commissioner of the State of California. The form of this contract has been approved by the State Labor Commissioner on December 5, 2001.

The Labor Commissioner has no jurisdiction over recording contracts and "Materials and Packages" agreements and therefore, neither approves nor disapproves the provisions of this agreement which pertain or apply thereto.