AEMT MANAGEMENT GROUP LLC. INFLUENCER REPRESENTATION

EXCLUSIVE 6 MONTH DEVELOPMENTAL MODEL & INFLUENCER & TALENT CONTRACT

AGREEMENT THIS AGREEMENT effective as of a _____2023___ _____

BETWEEN: ____VANESSA SHELBY_____ The AEMT/ALLIANCE ENTERTAINMENT Management Model and Talent Group LLC. ("Representation"), - and ____ (initial here) ("Influencer"), WHEREAS, The AEMT Management Group LLC. has entered into an agreement acting as the exclusive professional management and booking **Representation for the social media likeness of Arist/Model/Celebrity Influencer_____ (initial here) WHEREAS, INFLUENCER & REPRESENTATION are the producers of, and owns all rights, titles and inter**ests, including copyrights, in and to, all social media productions; and WHEREAS, INFLUENCER _____ (initial here) ("INFLUENCER") wishes to retain the business management and brand management services of the AEMT Management Group. Alliance Entertainment Group("Representation") to act as her exclusive management

Representation under a development contract & Executive Producer of all social media and online brand marketing as well wishes to have AEMT handle all contract negotiations and booking offer proposals and agreements for model /influencer bookings, autograph signings and appearances and any brand influencer endorsement offers presented to client between photographers, brands, companies and casting directors, producers, directors and Model Influencer agrees to consult with Manager /AEMT in regards to any bookings that are presented first via from photographers brands and companies promoters,

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, mutual covenants and agreements herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.I Grant of Representation Rights (a) The Influencer/model _____ (sign here) /grants the rights to the AEMT Management/Alliance Entertainment Group LLC. the rights, license and privilege to act as Representation as Influencer/Model's Exclusive Rep and management and have the Alliance Entertainment Group as her official booking agency for appearances and hosting & Executive Producer and Brand Management representation and the rights to AEMT to promote model influencer content on all related to social media marketing, Including social media sponsorships & endorsements, and any

derivatives in all languages and versions and digital formats on all social media platforms, throughout the Territory of USA, Canada, UK, and beyond for the applicable Term.

I also agree to give permission to create and assist in handling social media marketing is defined as, a form of internet advertising/marketing that utilizes social networking websites, such as but not limited to Facebook, Instagram, Snapchat, Twitter, and YouTube, as a marketing tool for the year term Specifically, social media marketing in terms of this agreement covers all ventures that are for profit (monetary gain). (b) The Influencer agrees to direct all social media marketing inquiries model bookings video shoot, film television, Commerical bookings and offers to the AEMT Management Group LLC., including but not limited to sponsorships & endorsements for review first. (c) All prior social media

Influencer /Model_____(sign here) agrees to produce once a week video content or engage via video with audience via live or create video reels for social media for story and posts and as well to provide material for AEMT to distribute on all platforms and for creation of portfolio as well for promotion for advertising to attract potential brands and endorsement deals.

If the Influencer/model has previously obtained brand or endorsement deals or relationships with photographers where model or influencer receives revenue from those deals prior to entering into this agreement will not apply to this agreement or the AEMT Management.

We will have no involvement with prior deals in place unless it is harmful to the name or brand of Alliance Entertainment Group (d) and only will work with in a consulting capacity to the photographers to create content for models brand and marketing if not a chosen photographer by us

Both parties agree that only The Influencer/Model has the right to accept or decline any sponsorship(s) and/or endorsement(s) or modeling jobs presented. We will work on her behalf to negotiate deals when presented for all future offers presented.

2. Term and Territory (a) The Term of this Agreement of a brand development influencer contract if model fails to follow rules in agreement AEMT may terminate this agreement by providing a written letter immediate and if client fulfills his or her obligations will give 30 days' notice prior of the termination date of extension of another 6 months of development contract term. (b) The Territory of this Agreement covers North America, South America, & Europe.

Model/Influencer during probation period of contract if all requirements of training and development are met model/influencer will be offered a full management contract and booking agency contract at the 1-year mark

Under contract during the term cannot sign with another management or accept any new offers from agencies or modeling jobs presented by brands or photographers unless first consulting with AEMT Management.

Model/Influencer agrees it must fulfill all contract obligations if any bookings or appearances happens after or before 30-day notice or end of contract before they can be released from contract.

If model/influencer fails to show up or fulfill contract obligations understand he/she can be held liable for all cost and damages to vendor or client and will take sole responsibility.

3. Representation (a) The AEMT Management Group LLC. agrees in partnership with influencer model to use commercially reasonable efforts consistent with new social media industry standards to accurately represent and build the Influencers social media likeness.

4.Any Producers Content (a) (a) created by Influencer Content Creator _____ ____ (sign here) shall own and retain all rights, titles and interests, including but not limited to copyrights, in and to all original creative elements developed and any produced devolved pitch content created by model Influencer for social media marketing purposes (unless expressly & contractually agreed with the advertising client) from the inception.

Any Producers Content (a) (a) created by Alliance Entertainment IE SOCIAL MEDIA CONTENT Any AEMT Producers digital media or print Content (a) (a) created by our media division for Influencer or Content Creator AEMT shall own and retain all rights, titles and interests, including but not limited to copyrights, in and to all original creative elements developed and any produced developed pitch content created for the Influencer for social media marketing purposes (unless expressly & contractually agreed with the advertising client) from the inception of the creation thereof and in its perpetuity. of the creation thereof and in its perpetuity.

5. Representation Commission (a) The AEMT Management Group LLC. shall be compensated to Celebrity influencers Models Management and Brand Management and PR at a rate of 15_% of all non-union and modeling and event bookings.

Client and Management will discuss all bookings and rates on a contract-by-contract base until a set fee once the clients become a brand or celebrity influencer then rates on fees will be negotiated at that time on Gross Revenue from all social media marketing, including but not limited to sponsorships and endorsements modeling jobs and fees will be subtracted only from jobs booked for marketing and promotion cost of client and 12% percent for any non-union film tv indie projects.

7. Inspection of Books and Records (a) Representation of Actor and Influencer shall maintain in the state or city of where influencer resides proper books and invoices to any jobs booked and money received on any modeling or film tv jobs booked while under contract management with AEMT and records in relation to the matters set out in this Agreement and in accordance with generally accepted accounting principles. For the purposes of verifying the accuracy of the Reports and the remittance of Net Receipts, to Representation or its authorized agent shall be entitled, during normal business hours and upon 48 hours prior notice, to examine at its own expense such books and records and may at any time and at its own expense require an audit of such books and records of booked while under management with AEMT.

8. Producers Representations and Warranties (a) The Influencer represents and warrants to The AEMT Management/Alliance Entertainment Group/AEMT THEATRICAL TALENT AGENCY.:

(i) That it shares ownership with the AEMT Management group LLC. all rights, titles and interests to represent for all film and television ventures and opportunities, and has acquired all the necessary licenses and grants of rights, including but not limited to copyrights, in and to social media marketing and has the right to enter into this Agreement and to grant the rights to the AEMT Management Group LLC. the distribution rights to market and promote talent/model influencer herein granted;

9.(ii) That no part of the social media marketing services or the exercise by the AEMT Management Group as a exclusive management for the influencer shall be used to harm name or brand of client AEMT Management

Alliance Entertainment's legal department will represent client while under contract and protect the rights of the influencer model herein granted will make sure to take the necessary legal force to protect client if influencer or models' rights and welfare and health while on a job or production are violated or infringe upon any rights of any third party, including ,photographers ,brands ,companies, but not limited to copyright, trademark rights, or any other proprietary rights infringement or interest of any kind; and (iii)

10.Any social media marketing of model /influencer _____ _____ (sign here) AGREES to while under contract and as well if contract at any time is terminated not contain any defamatory or illegal material or violate these terms on post made via social media or interviews or any materials with the AEMT Brand or Alliance Entertainment name attached and that is included to race religion political views.

11. Publicity (a) In any formal publicity released by the Influencer _____ ____(sign here) , while using social media for marketing purposes agrees that she will not bring damage to the Alliance Entertainment Group reputation and prevent the ability (to profit from social media advertisements), or violate using the name of the AEMT Model Management that is mentioned on any social media posts via Instagram, Facebook, twitter, and all public social and digital media pl**atforms.**

12. Indemnification (a) if Influencer_____ ___ (sign here) shall not indemnify and remain to cause any harm to the name of AEMT Management Group LLC., its assigns sole responsibility and causes licensees to accept the penalties from and against any and all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of the Influencers breach of any social media marketing or job or contract deliverables and agrees contract shall be terminated and void if influencer violates and will refrain from speaking public on the matter or using the AEMT or Alliance Entertainment name or employees or staff in any slander and this will be mutual binding between both parties if working relationship ends. Failure to comply can lead to legal action against model talent or influencer for slander.

13. Notice (a) Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given (i) when delivered personally to any officer of the party being notified; or (ii) on the

third business day after being sent by registered or certified mail, postage prepaid, facsimile telecopier, to predetermined addresses.

14. Force Majeure (a) Neither party hereto shall be responsible for any losses or damages to the other occasioned by delays in the performance or non-performance of any of said party's obligations or jobs booked when caused by Acts of God, strike, acts of war, inability of supplies or material or labor or any other cause beyond the reasonable control of the said party.

15. Severability (a) In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.

16. Assignment (a) Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement shall ensure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.

17. Confidentiality (a) All logistical and financial terms with respect to this Agreement shall be treated by the Parties as strictly confidential other than as may be disclosed by either Party to accountants and lawyers giving advice to the Parties, or in the course of enforcement of any provision hereof. 18. Governing Law (a) This Agreement shall be governed by and construed in accordance with the laws of the state in the country of the United States. /Canada As either party's option, any controversy or claim arising out of or relating to this contract or the breach thereof (except for an action for injunctive relief) may be resolved by arbitration held in in accordance with the Rules of the American/Canadian Arbitration Association in effect at the time the arbitration is initiated, and judgment upon the award rendered by the arbitrators may be entered in any court jurisdiction thereof.

19. Entire Agreement (a) This Agreement, including the recitals and Schedules, sets forth the entire agreement between the parties with respect to the subject matter hereof and the Agreement shall be amended only by a writing signed by the parties.

20. Counterparts (a) This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed. IN WITNESS WHEREOF the parties hereto have executed this.

21.**For and in consideration of the mutual promises herein contained both parties agree as follows For the term of this agreement the Model/Influencer/ Personality _____ (SIGN HERE) to** act as the Model's/Influencer exclusive and personal manager and brand manager and official representation management company and gives permission for AEMT and Alliance Entertainment top representatives/manager to speak and negotiate on her behalf in the fields of modeling/influencer, advertising and entertainment projects and contracts with potential clients that wish to book model for modeling projects or jobs or events and photo shoots. Model will not accept or negotiate offers or deals presented via social media or offers without consent and review by management.

22.During the term of this development contract AEMT Management/Alliance Entertainment and assigned Manager to model agrees management shall advice and counsel the model /influencer on and

in the selection or consideration of careers opportunities, brand deals, marketing, and handle all contract and booking negotiations between model and photographers, advertisers, castings agents, brands and the selection or creation of other vehicles for use of model's talent, as well help in building of portfolio/EPK/Website

Model/influencer agrees to have AEMT/ build a professional website portfolio and will pay at the time when management determines that model/influencer has the required materials shall pay for the web development services for portfolio of total of $500 one-time payment with a deposit of 50 percent at the time of start and remainder when finished. Client will own the portfolio once completed

An agreement contract will be presented at the time for when services are provided at that time.

23.AEMT Management referred as management shall further advice and counsel model in any and all matters pertaining to publicity, public relations, advertising, talents of model and shall counsel the model to the fields and advise Model/Influencer on composites and instruct and inform materials needed for portfolio completion (comp cards, concepts and marketing strategies and the formation and help in development of portfolio and EPK.

24. _____ (initial here) Model/influencer agrees to seek management counsel first in regards to all matters concerning the Model's professional booking endeavors in the field to review. Any breach of this shall result in first warning and then termination Model shall advise management and reps in all areas modeling influencer film and television of all offers of employment and potential bookings submitted to the model and will refer all inquiries concerning the Model's/Influencer's services to management /agency. Agreement effective and contract will start

BREACH OF AGREEMENT

If client's contract is terminated or not renewed due to breach of all any agreement above by model/influencer agrees she cannot until at least 60 days after termination take offers for management representation AND CLIENT cannot accept any offers till the 60-day agreement non-compete claw is up

DATE_FEB__ MONTH_2023____YEAR _____ (SIGN FULL NAME HERE) representation for: Influencer/Model: _____

(SIGN & PRINT FULL NAME) AGREE TO ALL THE TERMS OF THE ABOVE CONTRACT