

PERSONAL MANAGEMENT AGREEMENT

The following sets forth the terms and conditions of the agreement dated as of _____, 20__ entered into between Colortape International ("Colortape International" and/or "Colortape International 0-60 Seconds Commercials Competition"), a

_____ corporation with its principal place of business at 132 Guilford Rd Maylands, Perth Western Australia and _____ ("Artist/Film Director/Producer"),

_____ with respect to Colortape International's management services (the "Agreement").

1. Artist/Film Director/Producer desires to obtain Colortape International's advice, counsel and direction in the development and enhancement of Artist/Film Director/Producer's Artist/Film Director/Produceric and professional career. Artist/Film Director/Producer acknowledges that the nature and extent of the success or failure of Artist/Film Director/Producer's career cannot be predetermined and it is therefore Artist/Film Director/Producer's desire that Colortape International's compensation be determined in such manner as will permit Colortape International to accept the risk of failure and likewise to benefit to the extent of Artist/Film Director/Producer's success.

2. Artist/Film Director/Producer hereby engages Colortape International as Artist/Film Director/Producer's personal manager for an initial period of three (3) years from the date of this Agreement (the "Term"). The Term shall be automatically extended for as many as four (4) additional successive periods of two (2) year each on all of the same terms and conditions unless either party gives the other written notice terminating the Term of Agreement effective as of the expiration of the then current Term, which notice shall be given at least thirty (30) days but no more than sixty (60) days prior to expiration of such Term. The Term, as the same may be extended, shall be suspended during and extended by a period equal to any period of any labor dispute or any other contingency which in any way restricts Artist/Film Director/Producer's ability to obtain employment and/or sell materials within the entertainment or related industries. As and when requested by Artist/Film Director/Producer during and throughout the Term hereof Colortape International through its nominated third party consultants agrees to perform for Artist/Film Director/Producer one or more of the following services: advise and counsel in any and all matters pertaining to publicity, public relations and advertising; advise and counsel with respect to the adoption of proper format for presentation of Artist/Film Director/Producer's Artist/Film Director/Produceric talents and in the determination of proper style, mood, setting, business and

characterization in keeping with Artist/Film Director/Producer's talents; advise, counsel and direct in the selection of Artist/Film Director/Produceric talent to assist, accompany or embellish Artist/Film Director/Producer's Artist/Film Director/Produceric presentation; advise and counsel with regard to general practices in the entertainment and amusement industries and with respect to such

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matters of which Colortape International may have knowledge concerning compensation and privileges extended for similar Artist/Film Director/Produceric values; advise and counsel concerning the selection of talent agencies and persons, firms and corporations to counsel, advise, seek and procure employment and engagements for Artist/Film Director/Producer.

3. Colortape International is authorized and empowered by Artist/Film Director/Producer and on Artist/Film Director/Producer's behalf and in Colortape International's discretion to do the following: approve and permit any and all publicity and advertising; approve and permit the use of Artist/Film Director/Producer's name, photograph, likeness, voice, sound effects, caricatures, literary, Artist/Film Director/Produceric and musical materials for purposes of advertising and publicity and in the promotion and advertising of any and all products and services; execute for Artist/Film Director/Producer in Artist/Film Director/Producer's name and/or on Artist/Film Director/Producer's behalf any and all agreements, documents and contracts for Artist/Film Director/Producer's services, talents and/or Artist/Film Director/Produceric, literary and musical materials; collect and receive sums as well as endorse Artist/Film Director/Producer's name upon and cash any and all checks payable to Artist/Film Director/Producer for Artist/Film Director/Producer's services, talents and literary and Artist/Film Director/Produceric materials and retain therefrom all sums owing to Colortape International; engage, as well as discharge and/or direct for Artist/Film Director/Producer, and in Artist/Film Director/Producer's name, talent agents and employment agencies as well as other persons, firms and corporations who may be retained to obtain contracts, engagements or employment for Artist/Film Director/Producer. Colortape International is not required to make any loans or advances to Artist/Film Director/Producer's account, but in the event Colortape International does so, Artist/Film Director/Producer shall repay them promptly, and Artist/Film Director/Producer hereby authorizes Colortape International to deduct the amount of any such loans or advances from any sums Colortape International may receive for Colortape International's account. The authority herein granted to Colortape International is coupled with an interest and shall be irrevocable during the Term hereof.

4. Artist/Film Director/Producer agrees at all times to devote himself/herself to Artist/Film Director/Producer's career and to do all things necessary and desirable to promote Artist/Film Director/Producer's career and earnings therefrom. Artist/Film Director/Producer shall at all times utilize proper talent or other employment agencies to obtain engagements and employment for Artist/Film Director/Producer, but Artist/Film Director/Producer shall not engage any talent or employment agency of which Colortape International may disapprove. Artist/Film Director/Producer shall instruct any talent agency engaged by Artist/Film Director/Producer to remit to Colortape International all monies that may become due Artist/Film Director/Producer and may be received by it. If Artist/Film Director/Producer secures a regular engagement (such as a television series engagement) it is acknowledged that Artist/Film Director/Producer may not be available to render other services during such engagement to enhance Artist/Film Director/Producer's career. Artist/Film Director/Producer acknowledges that the services required of Colortape International in

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enhancing Artist/Film Director/Producer's career shall or may be significantly reduced during any such full-time engagement, but this shall not affect Artist/Film Director/Producer's obligations to pay Colortape International hereunder.

5. Artist/Film Director/Producer shall submit all offers of employment to Colortape International and will refer any inquiries concerning Artist/Film Director/Producer's services to Colortape International. *It is clearly understood that Colortape International is not an employment agent or talent agent, that Colortape International has not offered or attempted or promised to obtain employment of engagements for Artist/Film Director/Producer, and that Colortape International is not obligated, authorized or expected to do so.*

6. This Agreement shall not be construed to create a partnership between Colortape International and Artist/Film Director/Producer. Artist/Film Director/Producer's services hereunder are not exclusive and Artist/Film Director/Producer shall at all times be free to perform the same or similar services for others as well as engage in any and all other business activities. Colortape International shall only be required to render reasonable services which are called for by this Agreement as and when reasonably requested by Artist/Film Director/Producer. Due to the difficulty which the parties may have in determining the amount of services to which Artist/Film Director/Producer may be entitled, it is agreed that Colortape

International shall not be deemed to be in default hereunder until and unless Artist/Film Director/Producer shall first give to Colortape International written notice by Certified Mail, describing the exact service which Artist/Film Director/Producer requires on Colortape International's part and then only in the event that Colortape International shall thereafter fail for a period of fifteen (15) consecutive days to commence the rendition of the particular service required. Colortape International shall not be required to travel or to meet with Artist/Film Director/Producer at any particular place or places except in Colortape International's discretion and following arrangements for costs and expenses of such travel.

7. In compensation for Colortape International's services Artist/Film Director/Producer agrees to pay to Colortape International, as and when received by Artist/Film Director/Producer, and during and throughout the Term hereof, a sum equal to (i) the out-of-pocket expenses Colortape International has incurred on Artist/Film Director/Producer's behalf (provided that such expenses shall not include any general overhead expense such as rent or local telephone service) and (ii) ten (10%) percent of any and all gross monies or other considerations which Artist/Film Director/Producer may receive as a result of Artist/Film Director/Producer's activities in and throughout the entertainment industries, including any and all sums resulting from the use of Artist/Film Director/Producer's Artist/Film Director/Produceric talents and the results and proceeds thereof and, without in any manner limiting

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the foregoing, the matters upon which Colortape International's compensation shall be computed shall include any and all of Artist/Film Director/Producer's activities in connection with motion pictures, television, radio, music, literary, talent engagements, personal appearances, public appearances in places of amusement and entertainment, records and recording, publications, and the use of Artist/Film Director/Producer's name, likeness and talents for purposes of advertising and trade.

Artist/Film Director/Producer likewise agrees to pay to Colortape International a similar sum following the expiration of the Term hereof upon and with respect to any and all engagements, contracts and agreements entered into during the Term hereof relating to any of the foregoing, and upon any and all extensions, modifications, renewals and substitutions thereof and upon any resumptions of such engagements, contracts and agreements which may have been discontinued during the Term hereof and resume within a year thereafter. The term "gross monies

or other considerations" shall include, without limitation, salaries, earnings, fees, royalties, gifts, bonuses, shares of profit, shares of stock, partnership interests, percentages and the total amount paid for a package television or radio program (live or recorded), motion picture or any other entertainment packages, earned or received directly or indirectly by Artist/Film Director/Producer or Artist/Film Director/Producer's heirs, executors, administrators or assigns, or by any other person, firm or company on Artist/Film Director/Producer's behalf. In the event that Artist/Film Director/Producer receives, as all or part of Artist/Film Director/Producer's compensation for activities hereunder, stock or the right to buy stock in any company or that Artist/Film Director/Producer becomes the packager or owner of all or part of an entertainment property, whether as individual proprietor, stockholder, partner, joint venturer or otherwise, Colortape International's percentage shall apply to Artist/Film Director/Producer's said stock, right to buy stock, individual proprietorship, partnership, Artist/Film Director/Producer's joint venture or other form of interest, and Colortape International shall be entitled to Colortape International's percentage share thereof. Should Artist/Film Director/Producer be required to make any payment for such interest, Colortape International will pay its percentage share of such payment, unless Colortape International does not want Colortape International's percentage share thereof.

8. Colortape International shall have the right to assign this Agreement and such assignees may likewise so assign this Agreement.

9. If Artist/Film Director/Producer is or should become an employee or a principal of a company or other entity (herein for convenience a "loanout company") which has the right to furnish Artist/Film Director/Producer's services to third parties then and in such event Artist/Film Director/Producer agrees that such loanout company shall be bound by all of Artist/Film Director/Producer's obligations hereunder and that Artist/Film Director/Producer shall secure the Agreement of such loanout company to that effect.

10. In the event of any dispute under or relating to the terms of this Agreement, or the breach thereof, it is agreed that the same shall be submitted to arbitration in Perth, Western Australia, in accordance with the rules promulgated by the Laws of the Commonwealth of Australia and its Arbitration System, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event of litigation or arbitration, the prevailing party shall be entitled to recover any and all reasonable attorney's fees and other costs incurred in the enforcement of the terms of this Agreement.

11. This Agreement shall be governed by and construed in accordance with the Commonwealth laws and the laws of the State of Western Australia applicable to contracts entered into and fully to be performed therein. In construing this Agreement, it is agreed that all parties have participated in the negotiation and preparation of this Agreement and there shall be no presumption that this Agreement is to be construed against any party as having drafted or prepared the same.

12. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained, and this Agreement cannot be changed, rescinded or terminated except in a writing signed by both parties.

AGREED TO AND ACCEPTED:

Print Name: _____

Address: _____

Driving License, Passport or Soc. Sec.#: _____
Issued in the City/State/Country of : _____

We agree to be bound by the foregoing as though a signatory thereto.

Loanout Company

By: _____

Its _____

Registration I.D.#: _____

COLORTAPE INTERNATIONAL, INC.

By: _____

Its: _____