

PERSONAL MANAGEMENT AGREEMENT

The following sets forth the terms and conditions of the agreement dated as of _____, 2008 entered into between Filmaka Inc. ("Filmaka"), a _____ corporation with its principal place of business at 7955 W. 3rd Street, Los Angeles, California 90041 and _____ ("Artist"), _____, with respect to Filmaka's management services (the "Agreement").

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

2. Artist hereby engages Filmaka as Artist's personal manager for an initial period of two (2) 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 one (1) 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's ability to obtain employment and/or sell materials within the entertainment or related industries. As and when requested by Artist during and throughout the Term hereof Filmaka agrees to perform for Artist 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's artistic talents and in the determination of proper style, mood, setting, business and characterization in keeping with Artist's talents; advise, counsel and direct in the selection of artistic talent to assist, accompany or embellish Artist's artistic presentation; advise and counsel with regard to general practices in the entertainment and amusement industries and with respect to such matters of which Filmaka may have knowledge concerning compensation and privileges extended for similar artistic 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.

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

4. Artist agrees at all times to devote himself/herself to Artist's career and to do all things necessary and desirable to promote Artist's career and earnings therefrom. Artist shall at all times utilize proper talent or other employment agencies to obtain engagements and employment for Artist, but Artist shall not engage any talent or employment agency of which Filmaka may disapprove. Artist shall instruct any talent agency engaged by Artist to remit to Filmaka all monies that may become due Artist and may be received by it.

If Artist secures a regular engagement (such as a television series engagement) it is acknowledged that Artist may not be available to render other services during such engagement to enhance Artist's career. Artist acknowledges that the services required of Filmaka in enhancing Artist's career shall or may be significantly reduced during any such full-time engagement, but this shall not affect Artist's obligations to pay Filmaka hereunder.

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

6. This Agreement shall not be construed to create a partnership between Filmaka and Artist. Artist's services hereunder are not exclusive and Artist 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. Filmaka shall only be required to render reasonable services which are called for by this Agreement as and when reasonably requested by Artist. Due to the difficulty which the parties may have in determining the amount of services to which Artist may be entitled, it is agreed that Filmaka shall not be deemed to be in default hereunder until and unless Artist shall first give to Filmaka written notice by Certified Mail, describing the

exact service which Artist requires on Filmaka's part and then only in the event that Filmaka shall thereafter fail for a period of fifteen (15) consecutive days to commence the rendition of the particular service required. Filmaka shall not be required to travel or to meet with Artist at any particular place or places except in Filmaka's discretion and following arrangements for costs and expenses of such travel.

7. In compensation for Filmaka's services Artist agrees to pay to Filmaka, as and when received by Artist, and during and throughout the Term hereof, a sum equal to (i) the out-of-pocket expenses Filmaka has incurred on Artist'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 may receive as a result of Artist's activities in and throughout the entertainment industries, including any and all sums resulting from the use of Artist's artistic talents and the results and proceeds thereof and, without in any manner limiting the foregoing, the matters upon which Filmaka's compensation shall be computed shall include any and all of Artist'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's name, likeness and talents for purposes of advertising and trade.

Artist likewise agrees to pay to Filmaka 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 or Artist's heirs, executors, administrators or assigns, or by any other person, firm or company on Artist's behalf. In the event that Artist receives, as all or part of Artist's compensation for activities hereunder, stock or the right to buy stock in any company or that Artist becomes the packager or owner of all or part of an entertainment property, whether as individual proprietor, stockholder, partner, joint venturer or otherwise, Filmaka's percentage shall apply to Artist's said stock, right to buy stock, individual proprietorship, partnership, Artist's joint venture or other form of interest, and Filmaka shall be entitled to Filmaka's percentage share thereof. Should Artist be required to make any payment for such interest, Filmaka will pay its percentage share of such payment, unless Filmaka does not want Filmaka's percentage share thereof.

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

9. If Artist 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's services to third parties then and in such event Artist agrees that such loanout company shall be bound by all of Artist's obligations hereunder and that Artist 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 Los Angeles, California, in accordance with the rules promulgated by the American Arbitration Association, 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 laws of the State of California 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: _____

Soc. Sec.#: _____

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

Loanout Company

By: _____

Its _____

Federal I.D.#: _____

FILMAKA, INC.

By: _____

Its: _____