SALES COMMISSION AGREEMENT

This Sales Commission Agreement (the "Agreement") is made and entered into as of _____, 2010 by and between Tlahtoani Media Group, LLC (the "Company") and _____ (the "Model") in connection with the sale of merchandise featuring Model, on the Company's website, OYEmag.com (the "Website"). This Agreement is an addendum to the Modeling Agreement previously signed by Model in relation to OYE Mamis Modeling Competition (the "Competition").

NOW THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

A. "**Launch Date**" means the first date that Model's interview is published on Company's Website. This date will also be the official start date of the Competition. The Launch Date is currently expected to occur on October 15, 2010 though Company reserves the right to change the date. Model will be notified by Company via email when the Launch date is finalized.

B. "**Merchandise**" means items featuring Model's name or likeness, and may include printed photographs, posters, t-shirts and other printed material.

C. "**Profit**" means the difference between the price of Merchandise sold and the Company's cost of the Merchandise as set forth below.

D. "**Cost**" means the cost paid by Company to acquire, ship, print or otherwise produce the Merchandise sold, as covered by this Agreement. Costs are as follows:

   a. Copies of Issue 51 of OYE Magazine: $1.35

   b. 11"x17" posters of Model: $1.25

   c. 8"x10" or 8.5"x11" photos of Model: $0.25

   d. Costs of additional items, if any, will be determined at a later time and set by Company, but will be within a reasonable level of prices available in the open market to print, ship, or otherwise produce the given type of item.

E. "**Model's Interview Page**" means the single web page on Company's Website that contains Model's interview and photos.

F. "**Model's Commission**" means, the amount equal to fifty percent (50%) of Profit generated on all Merchandise sold during the term of this Agreement, for sales occurring on Model's Interview Page.

2. TERM

The term of this Agreement commences on the Launch Date and ends on the date that is six (6) months following the Launch Date.

3. SERVICES

A. Representation. Model grants Company the right to sell merchandise bearing Model's name and likeness on Company's Website.

4. COMPENSATION

A. Merchandise Price. The price of the Merchandise sold will be determined at the sole discretion of the Company.

B. Model's Commission. In consideration for Model's services, Model shall earn and be paid the Model's Commission as defined and set forth above. Model's Commission is strictly limited to Profits on Merchandise sold on Model's Interview Page only. Model is not entitled to any commissions, fees, or other type of consideration on any other products sold by the Company whether on the Website or through any other sales channels.

5. BILLING AND COLLECTION

A. Payment Terms. Company shall pay Model's Commission within thirty (30) days of the last day of the month in which the Merchandise sales generating such Model's Commission occur. Any refunds made to customers purchasing Merchandise will result in a deduction of the Modeling Commission due for that month. Or if Modeling Commission on the refunded sale has already been paid to Model, the deduction will be made on any future Modeling Commission payable.

6. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE PARTIES

A. Confidentiality. The terms of this Agreement are confidential and neither party will disclose the terms of this Agreement to any other party (other than the Model's counsel) without the prior written consent of the other party, except to the extent required by a court or regulatory agency of competent jurisdiction.

B. Indemnity. Each party agrees to indemnify, defend and hold harmless the other party from and against any and all claims, causes of action, demands, costs, liabilities, expenses and/or damages (including reasonable attorneys' fees and expenses) arising out of or in connection with any breach of this Agreement by such party.

C. No Other Representations or Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PROFITS OR ANY VOLUME, POTENTIAL VOLUME OF SALES OR THE LEVEL OF PROFITS ATTAINABLE. EXCEPT AS PROVIDED IN THIS AGREEMENT WITH RESPECT TO INDEMNIFICATION, NEITHER MODEL OR COMPANY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES; PROVIDED, HOWEVER, THAT LOST PROFITS FOR THE REMAINDER OF THE TERM IN THE EVENT OF A BREACH BY MODEL SHALL BE CONSIDERED DIRECT DAMAGES AND SHALL NOT BE EXCLUDED BY THIS PARAGRAPH AS BEING INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES.

7. BREACH OF THE AGREEMENT

Each party shall have the right to terminate this Agreement if the other party materially breaches any of the terms and provisions of this Agreement; provided that the party in breach must first be notified in writing by the other party specifying the particular breach and given ten (10) days within which to cure the breach. If the party in breach fails to cure the breach within ten (10) days after receiving such written notice, the other party shall have the right to terminate this Agreement immediately. In the event of a breach by Model, Company shall have the rights to (i) withhold any amounts owed or payable to Model and to retain and offset same against any damages arising from (or which may arise from) said breach, and (ii) cease selling Merchandise on the Website, until such time as the breach is resolved or this Agreement is terminated. Model hereby expressly authorizes and consents to Company withholding and retaining for its own account any of such amounts.

8. INDEPENDENT EVALUATION

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS, AND AGREES TO, ALL OF THE TERMS AND CONDITIONS. EACH PARTY ACKNOWLEDGES THAT IT HAS HAD AN ADEQUATE OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL OF ITS OWN CHOOSING PRIOR TO SIGNING THIS AGREEMENT. EACH PARTY HAS INDEPENDENTLY EVALUATED THE RISKS AND REWARDS OF ENTERING INTO THIS AGREEMENT AND ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

9. MISCELLANEOUS

A. Relationship of the Parties. The relationship between the parties is that of independent contractors. The relationship between the parties shall not under any circumstance be deemed to be a relationship of confidence or trust or a fiduciary relationship. Company shall not owe any fiduciary duty to Model. Model acknowledges, authorizes and agrees that amounts received as Modeling Commission may be commingled by Company with its general funds and other funds received and maintained by Company. No trust is created.

B. Notices. Any notice, demand, request or other communication which is required, called for or contemplated to be given or made hereunder to or upon any party hereto shall be deemed to have been duly given or made for all purposes if in writing and sent by (i) personal delivery, in which case notice shall be deemed to have been given on the date of delivery; or (ii) UPS, Federal Express, DHL or other nationally-recognized overnight delivery service, in which case notice shall be deemed to have been given the day after deposit of such notice with such service, to such party at the contact information set forth underneath such party's signature hereto (or such other contact information as either party hereto may at any time, or from time to time, direct by notice given to the other party in accordance with this Section).

C. No Waiver. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. Except as otherwise contemplated

hereby, no waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

D. Severability. In the event a provision contained herein is held to be unlawful or unenforceable, such provision shall be severable from the remaining provisions of this Agreement, which shall remain in full force and effect.

E. Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of California, without regard to conflicts of law principles that would require the application of any other law, and regardless of where the parties hereto may now or hereafter reside, be organized or do business.

F. Venue, Jurisdiction and Forum. This Agreement is deemed made and entered into in Los Angeles, California, and will be performed in Los Angeles, California. Each of the parties hereto hereby irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts, as applicable, located within the County of Los Angeles, in connection with any proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, and waives any objection to venue in such courts.

G. Attorney Fees and Other Expenses. If any action (including any arbitration or otherwise) for the enforcement of this Agreement is brought because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions hereof, including, but not limited to, any arbitration, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and travel expenses incurred in that proceeding, in addition to any other relief to which it may be entitled.

H. Further Assurances. Each party hereto covenants and agrees promptly to execute, deliver, file or record such agreements, instruments, certificates and other documents and to perform such other and further acts as the other party hereto may reasonably request or as may otherwise be necessary or proper to consummate and perfect the transactions contemplated hereby.

I. Force Majeure. Neither party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communication or utility failures, or casualties.

J. Representation By Counsel. Each party acknowledges and agrees that it either (i) has engaged its own legal and financial counsel to advise itself with regard to the provisions of this Agreement, and the effect of such provisions on the legal rights of such party, or (ii) having had the opportunity to engage such separate legal and financial counsel, has freely, voluntarily and knowingly elected not to do so.

K. Counterparts; Facsimile or PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signed copy of this Agreement or of any

other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission or by e-mail in portable document format (PDF), shall for all purposes be treated as if it were delivered containing an original manual signature of the whose signature appears in the facsimile or e-mail, and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the Effective Date.

Company:
Tlahtoani Media Group, LLC

By:_____
Cesar Recendez
Publisher

Model:

_____ _____
Model Print Name Model Signature