

Standing Room Only Recruiting Services Agreement

By accepting the services of

THIS RECRUITING SERVICES AGREEMENT (this “**Agreement**”), dated as of January 1, 2020 (the “**Effective Date**”), is entered into by and between JNL Productions, Inc. dba Standing Room Only (“**Recruiter**”) and afore named Production Company on SRO Compensation Card (the “**Company**”). Recruiter and Company are referred to together collectively as the “**Parties**,” and each is a “**Party**”.

WHEREAS, the Company wishes to fill open audience member positions on various television productions;

WHEREAS, Recruiter has the experience, capability, and capacity to provide recruiting services for audience members; and

WHEREAS, the Company desires to retain Recruiter, and Recruiter is willing to provide the Company with the said services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recruiting Services.

1.1 Recruiter shall provide the Company with nonexclusive recruiting services on a contingency fee basis (the “**Services**”).

1.2 Recruiter shall make its best efforts to refer candidates for audience member openings when requested by members of Company’s staff. Recruiter does not guarantee that will it be able to refer enough qualified audience members for any production.

1.3 Company will notify Recruiter in writing if only certain staff members are authorized to request Recruiter to provide candidates and Recruiter will abide by that request.

1.4 Nonexclusive Engagement. Services rendered by Recruiter shall be on a nonexclusive basis. Recruiter acknowledges that the Company shall have the right to:

(a) consider and engage any audience member referred to the Company by any third party, including other recruiting agencies and the Company’s own employees, unless that audience member was previously introduced to Company by Recruiter; and

(b) consider and engage any audience member identified through its own searches unless that audience member was previously introduced to Company by Recruiter.

1.5 For the sake of clarity, the Company shall be under no obligation to any audience members introduced by Recruiter. The Company shall determine, in its sole discretion, whether or not to proceed with any audience member introduced by Recruiter.

2. Fees and Payment.

2.1 Contingency Basis. This Agreement between the Company and Recruiter is on a contingency fee basis. Recruiter shall perform all necessary work in identifying, researching, screening, and referring audience member candidates at its own cost and the Company shall have no obligation to reimburse Recruiter for such costs.

2.2 Placement Fee. If an audience member candidate referred by Recruiter accepts an audience member position with the Company, the Company shall pay Recruiter a fee (the “**Placement Fee**”) as stated in the SRO Compensation Card for services rendered. Company will pay such fee in perpetuity on all such audience member’s compensation, regardless of whether such audience member leaves his or her position and later returns as an audience member.

2.3 Payment and Refund. The Placement Fee will be due and payable upon receipt of invoice. No Placement Fee refunds will be paid by Recruiter for any reason for once an audience member participates as an audience member.

3. Confidentiality. All non-public, confidential or proprietary information of the Recruiter (“**Confidential Information**”) disclosed by the Recruiter to Company, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement (including, but not limited to, lists of audience member names and personal information) is confidential, solely for Company’s use in performing this Agreement and may not be disclosed or copied unless authorized by the Recruiter in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Company’s breach of this Agreement; (b) is obtained by Company on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Company establishes by documentary evidence, was in Company’s possession prior to the Recruiter’s disclosure hereunder; or (d) was or is independently developed by Company without using any Confidential Information. Upon the Company’s request, Recruiter shall promptly return all documents and other materials received from the Company. The Company shall be entitled to injunctive relief for any violation of this Section.

4. Term and Termination.

4.1 Term. This Agreement shall commence as of the Effective Date and shall continue thereafter for an initial term of one year unless sooner terminated pursuant to Section 4.2. After the end of the initial term, this Agreement will be automatically renewed for successive one-year periods.

4.2 Termination. Either Party may terminate this Agreement at any time with or without cause, by providing written notice to the other Party.

5. Survival.

5.1 Section 2 shall survive any termination or expiration of this Agreement with respect to any audience members who have been introduced to the Company by Recruiter prior to such termination or expiration.

5.2 The rights and obligations of the Parties set forth in this Section 5 and Section 3, 7 and 10 will survive any termination or expiration of this Agreement.

6. Independent Contractor.

6.1 It is understood and acknowledged that the Services that Recruiter shall provide to the Company hereunder will be in the capacity of an independent contractor and not as an employee or agent of the Company. Recruiter shall control the conditions, time, details, and means by which Recruiter performs the Services.

6.2 Except as specifically authorized in writing by Company, Recruiter shall have no authority to commit, act for or on behalf of the Company, or to bind the Company to any obligation or liability, including, without limitation, extending offers to any audience member, or making any promises with respect to timing, amount of compensation, job duration, or conditions for termination of employment.

7. Audience Member Relationship

7.1 It is understood that Recruiter has no employer-employee relationship with any audience member and that audience members referred to Company will be considered employees of Company if considered employees at all.

7.2 Company is responsible for and will ensure all audience members appearing on Company's productions are legally authorized to work in the United States.

7.3 Company will pay audience members wages and provide other benefits as Company deems appropriate.

7.4 Company will pay, withhold and transmit payroll taxes, provide unemployment insurance and workers' compensation in an amount no less than required by law, and handle workers' compensation and unemployment claims involving audience members, or will engage and pay a qualified payroll company (such as Entertainment Partners) to do so.

7.5 Company is responsible for and will ensure compliance with all laws applicable to audience members appearing on Company's productions, including but not limited to: workplace health/safety laws (including OSHA and analogous state laws),

employment civil rights laws (such as the Fair Labor Standards Act and equivalent state laws), tort laws, wage and hour laws (including state and federal law), labor rights laws (such as the National Labor Relations Act), medical and family care leave laws (such as the Family Medical Leave Act and analogous state laws), the Patient Protection & Affordable Care Act (ACA), and sick leave laws (California Healthy Workplaces, Healthy Family Act sick leave law and analogous sick leave laws of other jurisdictions).

7.6 Company will, at its sole cost and expense, pay for audience members' paid sick leave, including, without limitation, pursuant to the California Healthy Workplaces, Healthy Families Act of 2014 and the Los Angeles Minimum Wage Ordinance, or will engage and pay a qualified payroll company (such as Entertainment Partners) to do so.

7.7 Company represents that:

(a) Company is solely responsible for all required training of audience members under state, federal and local laws, including those regarding anti-harassment, anti-retaliation, anti-discrimination, workplace safety training and any other applicable laws.

(b) Company has, and during the term of this Agreement shall maintain, anti-harassment, anti-retaliation and anti-discrimination policies, and appropriate complaint procedures.

(c) Company is solely responsible for all pre-employment screening and testing of Assigned Employees, as may be required or allowed by law, including Form I-9 verification, criminal background checks, and related recordkeeping; and

(d) Company is solely responsible for engaging, performance managing, disciplining and terminating audience members on its productions.

7.8 In some instances, at Company's request, Recruiter will pay the audience members on behalf of Company and at Company's specific direction. Recruiter is not a payroll company and makes no warranties or guarantees about such payments. Company retains responsibility for ensuring compliance with all applicable laws and provisions in this Section 7 and agrees that it will indemnify Recruiter under the terms of section 8.2 (below) in connection with such payments.

7.9 At all times during the term of this Agreement, Company shall, at its sole cost and expense, cover its productions with at least the following types and limits of insurance or other coverage, naming Recruiter as an additional insured, and shall provide Recruiter with proof of such coverage upon Recruiter's request:

(a) general liability insurance with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate;

(b) workers' compensation insurance as required by applicable law; and

(c) employment practices liability insurance with limits of \$1,000,000.00 per occurrence.

8. Indemnification.

8.1 Recruiter shall indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, “**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, fees and the costs of enforcing any right to indemnification under this Agreement incurred by Indemnified Party relating to, arising out of, or resulting from any claim of a third party arising out of or occurring in connection with Recruiter’s breach of this Agreement. Recruiter shall not enter into any settlement without the Company’s or Indemnified Party’s prior written consent.

8.2 Company shall indemnify, defend, and hold harmless the Recruiter and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, “**Indemnified Recruiter Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, fees and the costs of enforcing any right to indemnification under this Agreement incurred by Indemnified Recruiter Party relating to, arising out of, or resulting from any claim of a third party arising out of or occurring in connection with Company’s breach of this Agreement. Company shall not enter into any settlement without the Recruiter’s or Indemnified Recruiter Party’s prior written consent.

9. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

10. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by email to the email noted below, personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 10.

Notice to the Company:

Address and contact information located on
SRO Compensation Card

Notice to Recruiter:

20929 Ventura Blvd. #47-533
Woodland Hills, CA 91364

lisa@standingroomonly.tv

Attention: Lisa Garr

11. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

13. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14. Assignment. Company shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the Recruiter. Any purported assignment or delegation in violation of this Section 14 shall be null and void. No assignment or delegation shall relieve the Recruiter of any of its obligations hereunder.

15. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

16. Choice of Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of California without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

17. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 10, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.