

CONCEPTION

SPORTS MANAGEMENT

ATHLETE/TALENT REPRESENTATION AGREEMENT

AGREEMENT made and entered this _____ (____) day of _____, 201__ by and between **Conception Sports Management, LLC**, a New Jersey Limited Liability Company, having offices at Continental Plaza, 411 Hackensack Avenue, Suite 213, Hackensack, New Jersey 07601 (hereinafter called the “Manager” and/or “Agent”) and _____ (hereinafter called the “TALENT”), residing at _____.

WITNESSETH:

WHEREAS, TALENT desires the Manager to represent him, and the Manager desires to represent TALENT in the exploitation of his talents in, including but not limited to the Sports and Entertainment industries and fields, lecturing, personal appearances, educational matters, product endorsements, performances, recording, film, literary, gaming, broadcasting, cable and new media industries and/or in any other creative field; and

WHEREAS, TALENT desires the Manager to serve in the capacity of business advisor and negotiator with respect to employment and/or engagement contracts entered into by him during the term hereof;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. TALENT hereby engages the Manager, and the Manager hereby agrees to be retained by TALENT, as the ☐ sole and exclusive Manager **OR** ☐ on a non-exclusive basis, to represent TALENT in, including but not limited to the Sports and Entertainment industries and fields, lecturing, personal appearances, educational matters, product endorsements, performances, recording, film, literary, gaming, broadcasting, cable and new media industries and/or in any other creative fields. Talent Initial _____

2. It is understood that TALENT is not presently under any other contract which will or may conflict with this Agreement.

3. The Manager will act as business advisor and negotiator on behalf of TALENT with respect to employment contracts and agreements entered into by TALENT during the term hereof.

4. The Manager, in the performance of its duties, agrees (i) to advise and consult with TALENT at all reasonable times; (ii) to make no binding agreements without first obtaining the consent of TALENT; and (iii) to render advice on all contracts and business details pertaining to TALENT’s personal services and employment.

5(a). In consideration of the services rendered by the Manager, TALENT will pay the Manager the following percentages of all monies and/or other considerations (gross monies), including but not limited to stock options, licenses, franchise agreement proceeds, overtime, advances, profit sharing arrangements and all other forms of compensation received by TALENT, either directly or indirectly, under any agreement(s) or employment contract(s) entered into during the term of this agreement (collectively, the “Commissions”):

Manager will represent TALENT on twenty percent (20%) of gross fee basis in, all areas, including but not limited to the following areas, of exploitation of the TALENT’s personal name, likeness, voice and talent: Television; Commercial Endorsements; Athletic camps, Training/Performing/Playing; Other non Athletic industry Training/Performing/Playing; Speaker Services; Personal Appearances; Book/Product/Memorabilia signings; Publishing; Merchandising; Products; Licensing; Consulting; Marketing/Advertising Sponsorships; Wholesale Distribution Deals; Online/Digital Content; Digital Branded Entertainment; Games/Applications; and Other general work/deals where Manager seeks to exploit Talent’s name, likeness, voice and all other talents of any kind in any field.

However, Manager shall only be entitled to the standard industry Player Agent Agreement compensation percentage of gross income (subject to a four percent (4%) minimum of said agreement as governed by any controlling association regulation, law or authority which supersedes this agreement) in his/her specific competitive sport play on any actual Player-Agent contract where the TALENT actually enters into an agreement for the use and exploitation of his athletic ability as a Football player in the competitive arena of the sport.

CONCEPTION

SPORTS MANAGEMENT

Commissions due to the Manager shall either be directed to be paid directly to manager or shall become payable when such monies or other consideration are received by TALENT and/or by any corporation or other third party acting on behalf of TALENT. In no way is the aforesaid consideration to be diminished by (a) any monies paid to any of Talent's creditors (either by legal process or otherwise); (b) any withholdings, deductions and/or contributions withheld at the source. TALENT shall establish and maintain a "direct deposit" or "automatic withdrawal" payment plan, in order to ensure timely, regular monthly payment of any Commissions due to Manager. Both parties agree that TALENT may provide his/her services to an employer through a corporate entity and that in such a case Manager will be due Commissions on any such employment based on the gross consideration paid to such corporation by Talent's employer.

5(b). Should Manager secure and TALENT enter into an agreement with an AFTRA signatory to provide AFTRA covered services, TALENT hereby agrees to sign a "STANDARD AFTRA EXCLUSIVE AGENCY CONTRACT UNDER RULE 12-C" with Manager, under the same commission arrangements as contained herein for a term that is co-terminus with the new employment agreement, up to the maximum term permitted by AFTRA. Should any provision of this Agreement conflict with the provisions of the AFTRA contract, this Agreement shall be deemed modified to conform with AFTRA Rule 12-C for the term of the AFTRA Agreement. Talent's failure or refusal to sign an AFTRA Agency Contract shall in no way invalidate the terms of this agreement, or any commission obligation due to Manager in connection with AFTRA covered services.

5(c). During the course of performing its obligations under this agreement, Manager may incur costs and expenses, including but not limited to phone calls, faxes, document preparation, postage, travel, supplies, lodging, etc... all of these costs shall be recoupable to Manager from monies generated from the performance by both parties under this contract. Payment of said costs and expenses shall be cross collateralized against any income generating event for Talent against any work performed by Manager for any and all income generating events. Said sum due shall first come off the top of the income generating events as the money is received and go to reimburse documented costs and expenses of Manager. No single expense that exceeds \$500.00 shall be recoupable and paid out of gross receipts unless same has been approved by Talent prior to it being incurred.

6(a). The term of this agreement shall be for a period of six (6) years from the date set forth above (the "Term").

6(b). The Term of this Agreement will automatically renew for additional three (3) year terms, after the initial term unless written notice is provided by Talent to Manager a minimum of thirty (30) days prior to the expiration of the Term or any renewal thereof of its desire for the agreement to terminate.

7. Manager shall be entitled to receive Commissions after the termination of this Agreement by either party for as long a period thereafter as TALENT shall continue to receive consideration pursuant to any agreement(s) or employment contract(s) entered into during the term hereof, or which TALENT entered into after the term hereof which agreement(s) or contract(s) result from the authorized effort of Manager on behalf of TALENT during the term hereof or any Substitution Contract, as defined in Paragraph 8 hereof. The Manager's right to receive Commissions after termination of this Agreement shall continue during the extended term(s) of any agreement(s) or employment contract(s) entered into by TALENT during the term hereof in the event such extended term(s) result from the exercise by TALENT or his employer(s) of an option or options contained in said agreement(s) or employment contract(s), regardless of whether the date or actual exercise of said option(s) is before or after the termination of this Agreement. Manager shall further be entitled to receive Commissions after the termination of this Agreement from any subsequent renewal(s) of any agreements negotiated during the term of this Agreement or any new agreement(s) entered into by TALENT with parties with whom TALENT had entered into an agreement through the efforts of Manager during the term of this Agreement.

8(a). If, after the termination of this Agreement and during the period in which the Manager is entitled to Commissions, an agreement or employment contract of TALENT is terminated before its expiration, or if said agreement or employment contract is renewed in any form or extended by the exercise of options therein contained, by joint action of TALENT and employer, or by the action of either of them, and then is terminated and TALENT enters into a new agreement or employment contract with said employer within a period of one (1) year;

CONCEPTION

SPORTS MANAGEMENT

such new agreement or employment contract shall be deemed to be in substitution of the agreement or employment contract terminated aforesaid ("Substitution Contract"). No agreement or employment contract entered into after said one (1) year period shall be deemed to be in substitution of the agreement or employment contract terminated as aforesaid.

8(b). Substitution Contracts shall have the same effect as contracts for which they were substituted, provided, however, that any increase or additional salary, bonus or other compensation payable to TALENT (either under such contract of substitution or otherwise) over and above the amounts payable under the agreement or employment contract entered into prior to the termination of this Agreement shall be deemed an adjustment, and shall be fully commissionable by Manager.

8(c). A change in form of TALENT's employer for purposes of evading this provision, or a change in the corporate form of TALENT's employer, resulting from reorganization or otherwise, shall not exclude the application of these provisions.

9. Any controversy or claim between TALENT and Manager or any of its affiliated entities or their officers, directors, employees or agent, which would give rise to a claims under federal, state, or local law ("Claims") shall be submitted to an impartial mediator ("Mediator") selected jointly by the parties. Both parties shall attend a mediation conference in Bergen County, New Jersey and attempt to resolve any and all Claims. If they are not able to resolve all Claims, any unresolved Claims, including any dispute as to whether a matter constitutes a Claim which must be submitted to arbitration, shall be determined by final and binding arbitration in Bergen County, New Jersey in accordance with the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA"), by an experienced arbitrator licensed to practice law in the State of New Jersey. All parties agree to initially split the fees associated with such action equally (50-50), with the losing party ultimately reimbursing the winning party for all the costs associated with the Claim, including legal fees.

10. This Agreement shall be deemed executed in the City of Hackensack, in the State of New Jersey and shall be construed in accordance with the laws of the State of New Jersey applicable to agreements entered into and wholly to be performed therein.

11. Any waiver by Manager of any breach hereunder shall not be deemed a waiver of future breaches.

12. Should any provision of this contract become or be deemed illegal or unenforceable, it is hereby severed to that extent, and all viable provisions shall remain in effect and in full force.

13. Talent acknowledges that one of the employees of the Manager company Conception Sports Management, LLC is an attorney. Regardless of that fact, Manager is not required to act as attorney for TALENT under this Agreement. Nothing in this agreement shall create an attorney/client relationship or for that matter, attorney/client privilege. Nothing in this Agreement requires Manager to devote its services exclusively to TALENT. If for any reason Manager in its sole discretion is no longer able or willing to perform under this Agreement, Manager will notify TALENT in writing and this Agreement will immediately terminate upon receipt. Upon such termination Section 5 and 8 of this Agreement and all provisions necessary to effectuate their purpose shall remain in full effect.

14. Manager is permitted by TALENT to use TALENT's name, voice and likeness in the form of a representative client list as well as for promotional activities during the term of this agreement and thereafter termination. TALENT agrees to keep the terms of this Agreement strictly confidential at all times to all parties, except with respect to attorneys, accountants or other representatives or unless express written permission is granted by Manager. Such representatives of TALENT shall be permitted to make incidental reference to the existence of this Agreement. The confidentiality provisions of this Agreement shall extend during the term of this Agreement and up to two (2) years after the termination of its last term.

15. Notice shall be in writing. Notice to the Manager shall be considered given on the fifth business day following same being mailed by certified mail return receipt requested and first class mail postage prepaid

CONCEPTION

SPORTS MANAGEMENT

addressed to Douglas C. Anton, Esq. 3 University Plaza Drive, Suite 207, Hackensack, New Jersey 07601 with a required simultaneous email being sent to douganton@aol.com, in care of the Company. Notice to TALENT shall be considered given when mailed by first class mail postage prepaid addressed to the TALENT at the address reflected above in this Agreement unless the TALENT has given Manager a Notice of a different address.

16. TALENT has been advised and afforded the opportunity to have their own independent counsel review this agreement prior to entering into same.

17. This Agreement may not be modified or amended, except in writing, and said writing must be signed by the party against whom enforcement is sought.

18. Neither party may assign this Agreement without the prior written consent of the other, except that Manager may assign this Agreement and all of Manager's rights and obligations hereunder to any party acquiring all or any portion of Manager's business, or to any entity controlling Manager, controlled by Manager, or under common control with Manager.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

CONCEPTION SPORTS MANAGEMENT, LLC

By: _____

Accepted and Agreed:

TALENT

Sign Name

Social Security Number

Date of Birth

STATE OF _____
COUNTY OF _____

I hereby swear that the above person presented themselves to me, by providing me valid Identification, indicating that they have read and fully understand the above four page document that binds him/her to a personal service agreement under the terms set forth therein and that they have done so under no duress or pressure and of his/her own free will.

Signed this _____ day of _____, 20____
Before me, a Notary Public of the State of _____.

My commission expires: _____