

MASTER SERVICES AGREEMENT

Dyer International Management and Consulting, LLC

25 First Ave. SW STE A, Watertown, SD 57201

This is a standard template for informational purposes. Have a qualified attorney review any legal contract before signing. Final terms will be confirmed with DIMC upon acceptance.

Parties: This Master Services Agreement (Agreement) is entered into as of the Effective Date by and between Manager: Dyer International Management and Consulting, LLC (DIMC), 25 First Ave. SW STE A, Watertown, SD 57201, represented by Darius Dyer (Manager or DIMC), and Talent (the applicant named in this application) (Talent or Client).

1. DEFINITIONS

To ensure absolute clarity throughout this Agreement, the following terms are defined:

- **Gross Entertainment Income:** All gross monies or other considerations (including equity, gifts, or bonuses) earned by Talent directly or indirectly from the entertainment, media, digital, or athletic industries.
- **Excluded Deductions:** Specific third-party costs that are subtracted from the gross income before the Manager's commission is calculated.
- **Cure Period:** A specific window of time granted to a party to fix or "cure" a violation of the contract before the other party can legally terminate the Agreement.
- **Indemnification:** The legal obligation of one party to compensate the other for certain damages, losses, or liabilities incurred due to third-party claims.

2. SCOPE OF REPRESENTATION & EXCLUSIVITY

Talent engages Manager as Talent's exclusive, worldwide personal manager in entertainment, media, digital, and athletic industries. Services include: Public Relations & Image Management; Social Growth & Digital Asset Strategy; Gig & Brand Booking; Concierge & Lifestyle Support related to professional bookings; and Craft Development.

3. TERM OF AGREEMENT

The initial term of this Agreement shall be **one (1) year** from the Effective Date, automatically renewing for successive like terms unless either party gives written notice of termination at least thirty (30) days before the current term ends.

4. COMPENSATION, COMMISSION & FINANCIAL DEDUCTIONS

Talent agrees to pay Manager a compensation of **15%** of all Gross Entertainment Income generated during the Term. Gross Entertainment Income includes salaries, fees, royalties, sponsorships, brand deals, equity, and related career compensation.

- **Gross Income Deductions:** To ensure commission is assessed on Talent's true earnings, the 15% commission shall not apply to actual, documented, out-of-pocket costs paid to independent third parties, such as recording costs, third-party video production fees, union dues, or direct travel and lodging expenses strictly required for a booked engagement.
- **Sunset Clause (Post-Term Commission):** In place of perpetual commissions, Manager shall receive a declining commission on Gross Entertainment Income from contracts, engagements, or brand deals negotiated or entered into during the Term that continue after the Agreement ends. This post-term commission shall be calculated as follows: 15% for the first twelve (12) months following termination; 10% for the subsequent twelve (12) months; and 5% for the third twelve (12) month period. Following the third year post-termination, Manager's commission rights on those specific deals shall expire.

5. AUTHORITY OF MANAGER

Talent grants Manager authority to approve PR and marketing materials; negotiate short-form gig and sponsorship terms (long-form or exclusive commitments require Talent's signature); and collect monies on Talent's behalf via a designated trust/client account with regular statements.

6. EXPENSES

Manager is not required to loan or advance funds. Talent is responsible for professional expenses. Pre-approved out-of-pocket expenses incurred by Manager are reimbursable within thirty (30) days of invoice.

7. INDEPENDENT CONTRACTOR

Manager is an independent contractor. Nothing herein creates a partnership, joint venture, or employer-employee relationship. Manager advises, counsels, and manages rather than strictly procuring employment, unless specifically licensed as a talent agency in the applicable jurisdiction.

8. NON-COMPETE AND NON-SOLICITATION

During the Term of this Agreement and for a period of twelve (12) months after it ends, Talent agrees not to: (a) engage another personal manager, talent manager, or management company to provide substantially the same management services covered by this Agreement in the entertainment, media, digital, athletic, or influencer industries, without Manager's prior written consent; (b) solicit, divert, or attempt to divert any brand, sponsor, booking agent, publicist, client, or business relationship introduced or developed through Manager for competing management representation; or (c) encourage any such relationship to reduce or end its dealings with Manager. This clause is limited to what is reasonably needed to protect Manager's goodwill and confidential business relationships, and does not prevent Talent from personally performing their craft, creating content, or accepting bookings. If any part of this clause is found unenforceable, the remaining parts stay in effect to the maximum extent allowed by law.

9. REPRESENTATIONS AND WARRANTIES

Talent legally represents and warrants (promises and guarantees) that:

- They have the full legal right, power, and authority to enter into this one-year Agreement.
- They are not bound by any existing contracts, obligations, or agreements that conflict with the rights granted to DIMC.
- Any creative materials, original content, or performances provided by Talent will not violate or infringe upon the copyrights, trademarks, privacy rights, or intellectual property of any third party.

10. INDEMNIFICATION

Talent agrees to indemnify, defend, and hold harmless Manager, its employees, and affiliates from any legal claims, damages, liabilities, costs, and attorney's fees arising out of or related to: (a) a breach of Talent's Representations and Warranties; (b) Talent's gross negligence or willful misconduct; or (c) any defamatory statements or intellectual property infringement committed by Talent during their engagements.

11. CONFIDENTIALITY

Both parties acknowledge that during the Term, they will have access to sensitive business information. Talent agrees to maintain the strict confidentiality of DIMC's proprietary operational strategies, standardized rate calculators, internal client onboarding and intake procedures, client lists, and trade secrets. This provision functions in tandem with, and is supplemental to, any standalone Non-Disclosure Agreement executed between the parties.

12. BREACH AND CURE PERIOD

Neither party shall be deemed in material breach of this Agreement unless the non-breaching party provides strict written notice detailing the specific alleged breach. The receiving party shall then have a "Cure Period" of thirty (30) days from the receipt of such notice to rectify, correct, or "cure" the breach. If the breach is successfully cured within this timeframe, the Agreement remains fully active and enforceable.

13. ASSIGNMENT

Because this is a personal services contract reliant on the unique skills of the Talent, Talent may not assign or transfer their duties under this Agreement to any other person. However, Manager reserves the right to assign this Agreement and its associated commission rights to any parent company, subsidiary, affiliate, or acquiring entity of Dyer International Management and Consulting, LLC, provided that the new entity continues to fulfill the management obligations outlined herein.

14. FORCE MAJEURE

Neither party shall be held liable for any delay or failure in performance under this Agreement if such failure is caused by an unforeseeable "Act of God" or external force beyond their reasonable control. This includes, but is not limited to, natural disasters, global pandemics, government lockdowns, acts of terrorism, or strikes. In such events, obligations will be temporarily suspended until the Force Majeure event concludes.

15. GOVERNING LAW

This Agreement is governed by the laws of the State of South Dakota, without regard to conflict-of-law principles.

16. DISPUTE RESOLUTION

All disputes, claims, or controversies arising out of or relating to this Agreement, or the breach thereof, shall be resolved exclusively through final and binding arbitration. **By accepting and signing this contract, both parties explicitly acknowledge and agree that they are waiving and giving up their fundamental legal right to pursue a court proceeding, file a lawsuit, or have a trial by jury regarding any dispute under this Agreement.** The arbitration shall be conducted in South Dakota in accordance with the prevailing commercial arbitration rules of a recognized alternative dispute resolution provider.

ACKNOWLEDGMENT / SIGNATURE

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms and conditions outlined in this Master Services Agreement.

Talent / Client Name (Printed)

For Manager: Dyer International Management and Consulting, LLC

Talent / Client Signature

By: Darius Dyer (Signature)

Date

Date