APPENDIX J

Talent

I.	Talent Agreement Foreign (4pages)
II.	Talent Agreement Local (4pages)
III.	Talent Information Sheet (1page)
IV.	Day Player Release (1page)
V.	Extra's Day (1page)
VI.	Talent Call Slip (1/4 page)

TALENT AGREEMENT

Between:

		FILM	TIT	LE	
	One Holl	New Cel ywood Boulevard, Bigfoot I.T. and Med	ou Films Ltd ia Park, Macta	an, Lapu Lapu City, Cebu, Phillippines	
					Hereinafter 'Production Company'
Talent:			Man	iager:	
Home Ad	ddraes:				
11011070		Hersinatu	TrierC		
Scope:	Talent will play the role of "	" (the "Services") in the above refe	renced featur	e film (currently entitled (the "Pict	ture")
Schedul	le: On call between these shooting of	lates (, 2007 –, 20	07)		Hereinafter, the "Term"
Compen a.		and an in the above referenced from	o film Talant	Council is an adjust take place in Cobe.	Dhilinging Astoria wasts
	to commence on or about	in Cebu.	e nim. Taleni	's work is on call and will take place in Cebu,	Philippines. Actor's work
b. c.	Payment Terms: cash or cheque Up to 2 days for Post Production:		Jp to 2 days o	of additional photography, as needed, per act	or's prior professional
	availability is included. Post and A	dditional days will be in Cebu or local	tion as determ	nined by Production Company	Hereinafter, the "Corepensation"
Payment	de to:	Payment Talent Bank Account Information		Manager Bank Account Information:	
Advance:	_Manager X_Talent	Name of Account:	1.	Name of Account: :	
Talent Fee	Balanos: _Wanager X Talent	Account Number; Bank Name;		Account Number; Bank Name;	
		ABA Number: SIMFT Code:	_		
		Special Ar	rangen	nents	
а.		Production Company, at Production	Company's s	ole discretion.	
b. c.	Behind the Scenes will be shot for Talent agrees to allow film clips a		ucational bel	ow-the-line video series to be produced and	commercially distributed by
	or on behalf of by International Ac	ademy of Film and Television's intern	ational film s	chool.	
d.	for no additional compensation (econ. class flight and accommodation	n paid for by	he following cities: Hong Kong, Taipei, Beijin y Production Company if promotional servic stermine location and nature of promotional a	es are required outside of
e.	Talent agrees that all results and	proceeds of his Services and the Pi	cture may be	distributed for no additional compensation t	to Talent as part of English
	and Chinese language learning p English and Chinese through mov		ibution, in an	y medium now known or hereafter devised w	flich are designed to teach
		Misce	laneou	S	
				indard Terms of Personal Services Engagement", s any prior or contemporaneous agreements.	attached as Schedule A. This
	Date:				
	New Cebu Films Ltd	Tale	nt:		
		Man	ager:		
		Mulii	-9***		

SCHEDULE A "STANDARD TERMS OF PERSONAL SERVICES ENGAGEMENT"

- 1. Engagement. These Standard Terms of Personal Services Engagement are incorporated into the principal Talent Agreement cover page to which they are attached (collectively the "Agreement"). The individual rendering the Services is referred to as "Talent." If the Services are furnished by a corporation loaning services ("Lender") than both Talent and Lender are bound hereby. In the evert of any inconsistency, the Standard Terms shall prevail. Production Company hereby engages Talent to furnish the Services, and Talent accepts such engagement and shall perform all the duties and obligations hereunder. "Production Company" shall mean Bigfoot Entertainment Philippines, Inc. and any affiliate owned or controlled by the majority shareholder thereof.
- 2. Services. Talent shall render all Services at such place or places as required by Production Company. Talent shall render all Services under the supervision, direction and control of Production Company, in a diligent and conscientious manner, and to the best of the Talent's ability, and comply with all instructions, directions, requests, rules and regulations of Production Company, as applicable (including those relating to matters of artistic taste or judgment). Unless otherwise agreed, Talent shall render the Services exclusively and solely to Production Company during the Term. Talent agrees, if and when requested by Production Company, to report to all development, pre-production, principal photography and postproduction activities, publicity interviews, publicity photography, story conferences, song conferences, production conferences, making of, stills and the like and for changes in and/or foreign versions of the Production and for no additional compensation. If any publicity activities arising after the Term would conflict with any of Talent's professional commitments, then Talent shall give Production Company timely notice of the same, in which case the Talent shall cooperate to the fullest extent with the Production Company in becoming available for such publicity.
- 3. Services Unique. Talent acknowledges that the rights granted to Production Company and Talent's Services hereunder are of a special and, unique character, the loss of which cannot be reasonably or adequately compensated in damages and that a breach by the Talent may cause Production Company irreparable injury and damage. Without limiting or waiving any other rights or remedies of Production Company, the Production Company shall be entitled to seek injunctive relief or other equitable relief to prevent a breach of this Agreement.
- 4. Payment Obligations. (a) The Compensation shall be deemed equitable and inclusive remuneration for the Services and for all rights granted to Production Company, and no further compensation shall accrue or be payable to Talent for exploitation of the Picture in any manner known or hereafter devised, or for any services rendered at night, on weekends, on holidays or after the expiration of any number of hours of services in any period. (b) If Talent elects that payment of Compensation should be made to its Representative, Production Company shall have the right to pay Manager directly all Compensation, Production Company shall not be obligated to make any payments of any nature Talent, and Production Company shall not be responsible for Manger's faiture to pay any amounts to Talent.
- 5. Results and Proceeds. (a) Production Company shall own exclusively, in perpetuity, throughout the universe, all right, title and interest in and to the Picture, the elements and any parts thereof, and the results and proceeds thereof, and any and all rights of every kind therein, of the Services (including the copyrights) and all materials produced thereby, any stills or photographs taken by Production Company before and in connection with the Services, and any ideas, creations, literary, musical compositions and lyrics, songs written or delivered hereunder, musical performance(s), master recordings, audio, video performances and the like, all intellectual properties, and all other materials furnished by the Talent. hereunder, of any kind and nature whatsoever ("Materials"), free and clear of any and all claims for royalties and other compensation. Talent acknowledges that any and all results and proceeds of the Services hereunder shall be work made for hire for Production Company, specially commissioned for use as part of a motion picture, other audio/visual or photographic work, musical composition, digital work, of any nature now known or hereafter devised. If for any reason the above would not be considered a work made for hire, Talent does hereby sell, assign, and transfer to Production Company, its successors and assigns, the entire right, title and interest in and to the Picture and Materials, and all the intellectual property rights therein, and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Picture and Materials, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights or trademarks, and in and to all rights corresponding to the foregoing throughout the world. Production Company shall have the right to adapt, change, revise, combine with other productions, delete from, add to or rearrange the Picture and Materials, or any part thereof, and Talent waives throughout the universe the benefit of any law, doctrine, or principle known as "droit moral" or moral rights of authors of any similar law, doctrine or principle however denominated, to the maximum extent permitted in each applicable jurisdiction. Production Company shall have the right to sell, lease license, market, promote, distribute, broadcast and exploit commercially or otherwise, on television, theatrically, home video(DVD, in any digital format, print calendars, in any English learning videos/software, any educational videos relating to filmmaking and in any marketing or other advertising materials or Additional Materials (as defined below), and in any all other media now known or hereafter devised whatsoever, the Picture and Materials, as Production Company shall determine in its sole discretion. Talent agrees that USD \$100.00 of the total Compensations in consideration of and constitutes payment for the grant to Production Company of all rights regarding renting, lending, fixing, reproducing and other exploitation of the Picture and Materials conferred under any applicable laws, directions, or regulations throughout the world. It is expressly understood that Materials shall be deemed to include any and all (i) stills or photographs taken, (ii) ideas, creations, literary, musical compositions and lyrics, songs written or delivered, (iii) musical performance(s), master recordings, audio, video performances, (iv) all intellectual properties and (v) other materials furnished by Talent, of any kind and nature whatsoever, from the moment the Term commenced until the Term concludes and shall not be limited to those materials created while performing the Services. (b) Talent agrees that all Separation Rights, if any, are assigned and transferred under this Agreement, to Production Company. If Talent has a right to claim Separation Rights, it is agreed that Production Company has the exclusive right (without being required to pay any additional consideration) to exercise theatrical, television, remake, spin-off, (live or animated) and sequel motion picture rights, merchandising rights, and publications rights. (c) Talent shall not be entitled to any additional compensation in connection with the exploitation of the Picture and Materials in any manner and acknowledges that the Compensation hereunder is in full consideration of and is equitable consideration for all rights, including if any other sum is required by applicable law, granted Production Company hereunder. If Production Company is required by applicable law to pay Talent an additional minimum equitable remuneration, nothing shall effect Production Company's rights granted hereunder in and to the Picture and Materials. (d) Talent shall not be authorized to use any stills, photographs or video taken by the Production Company prior to or during the engagement of the Talent without express written consent of the Production Company, and in the event such consent is given, all use of such stills photographs and video must include an appropriate copyright notice (SNew Cebu Films) on the still, photograph, joeg or video.
- 6. Representations and Warranties; Indemnification. Talent represents and warrants the following: (a) Talent is free to enter this Agreement, is not subject to any disability or obligation that would prevent rendering the Services in accordance with the terms, covenants and conditions of hereof, and Talent has not made and will not make any agreement commitment, grant or assignment, nor do anything which might interfere or impair the complete enjoyment of the rights granted and services to be rendered hereunder. (b) All Materials furnished by Tajent shall be wholly original with Tajent except items in the public domain and neither the Materials nor use thereof will infringe upon the rights of others, or violate any right of privacy of or constitute a libel, slander or any unfair competition against or infringe upon or violate the copyright, common law rights, literary, dramatic, photoplay, right of publicity or any other rights of any third party. The approval of all or any of the Materials shall not constitute waiver of such representations and warranties. (c) if required by Picture Company, Talent will become a member, at Talent's sole cost and expense, and remain a member in good standing throughout the term of the Agreement, of the appropriate and labor organization or organizations. (d) Talent shall comply with all laws and regulations which may affect performance of the Services (e) No other person entity has a right to make any claims for compensation or otherwise in connection with the Talent's performance of the Services. (f) Talent may at Production Company's sole discretion is be added as an additional insured on the Production Company's Errors and Omissions and general liability insurance policies, if any, Production Company may secure any type of insurance covering the Talent. Talent shall assist, at any time following execution of the Agreement, Production Company in procuring such insurance by submitting to the customary medical examination and by the signing such papers as may be reasonably required in connection therewith. If Production Company is unable to procure insurance covering the Talent at normal rates and without special exclusions, Production Company may terminate the Agreement. Talent shall not have any right, title or interest in or to such insurance. During the Term of the Agreement, Talent shall not engage in any extra hazardous activity. Talent acknowledges that any such insurance coverage shall not in any way limit or restrict the warranties, obligations and representations herein. (g) Since the Compensation constitutes full consideration for the Services and rights granted by Talent hereunder, Talent hereby assigns to Production Company all other compensation which may become payable to Talent as a result of the Services on account or in nature of tax or levy, through a collecting society or otherwise, or under law. Talent shall cooperate fully with Production Company in collection of such compensation. (h-f) Talent shall indemnify and hold harmless Production Company, any licensee or distributor of the Picture, any station, network telecasting the Picture, any statio, each sponsor, advertising agency, and the shareholders, officers, directors, employees, legal counsel, agents, successors, licensees and assigns of any of the foregoing, against any and all liability, loss, damage, costs, expenses, charges, claims, actions, causes of action, judgments, fines, penalties, recoveries and expenses, including attormey's fees of in-house and outside courset, which any of them suffer by reason of the Services rendered or the use of the Materials, or any breach of any representation, warranty or coverant made by Talent in this Agreement.

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- 7. Production Company's Controls. Production Company shall have the full and exclusive budgetary, financial, creative and business control over the Picture. Talent shall not, without written consent of Production Company, make any public statements, release or authorize any information, advertising or publicity relating to the engagement hereunder, the Picture, or Production Company's personnel or operations, provided the Talent can make incidental, non-deregatory references in personal publicity.
- 8. Name and Likeness. Production Company shall have the perpetual and irrevocable right, and may grant to others the right, to disseminate, display, reproduce, use, print, publish and make any other uses of the Talent's name, stills, photographs, voice, performance, signature and/or likeness, whether or not taken from the Picture, and biographical material concerning Talent ("name and likeness"), in connection with the advertising, publicizing and exploitation in any manner whatsoever, of the Picture and/or Materials. The foregoing rights shall include, without limitation, the right to use and authorize others to use, the name and likeness in the credits of the Picture, in trailers, in commercial tie-ups, music videos, and in all other forms of advertising and publicity whatsoever, and in connection with the novelizations and other publications, and in connection with the advertising and/or metrhandising of any product, commodity or service or series relating to the Picture and/or Materials; provided that the Talent's and not be represented as endorsing any products or services without the Talent's consent. Production Company contemplates the development and distribution (or the licensee of rights to do so) (i) of English language educational products, in any medium now known or hereafter devised, utilizing the Picture and its contents and/or (ii) filming and commercially exploiting films, including without limitation. The productions about the Picture in connection with a series, for educational and commercial distribution, about filmmaking ("Additional Rights"), and Talent consents and agrees to participate in such filming and exploitation thereof (including without limitation, use of any film clip footage and the behind-the-scenes photography and filmed interviews with Talentj and hereby grants to Production Company, in perpetuity and throughout the universe, the right to use the Talent's name and likeness in connection with such Additional Rights for no additional consideration.
- 9. Production Company's Breach. Notwithstanding any contrary provision hereof or operation of law, this Agreement may not be terminated by Talent because of a breach of any terms, provisions or conditions contained herein unless and until Talent has given Production Company written notice of a material breach and Production Company has not within ten (10) business days after receipt of such notice cured such material breach. Talent here notified to rescind the Agreement, revoke any of the rights herein granted or entain production of the Picture, broadcast, distribution or exhibition of the Picture or any other motion picture remake, sequel, television picture or derivative production based therein.
- 10. No Obligation to Use. Nothing herein shall obligate Production Company to use the Talent's Services, the results of the Services, or the Materials, in the Picture, to produce, release or distribute the Picture or to continue to release or distribution of the Picture if released or otherwise exploit any rights granted to Production Company hereunder.
- 11. Location-Wardrobe. Talent shall be available at such locations, and at all times and for such periods of time as designated by Production Company. During the Picture, Talent will be provided the wardrobe for the Picture, which is owned by Production Company.
- 12. Credit. Except as expressly provided in the Agreement, Production Company shall determine in sole discretion, the manner, form, size, style, nature and placement of any credit given Talent. The failure by the Production Company or any failure by any third party to accord any credit, shall not constitute a breach of this Agreement. In the event Talent has a right to any credit under this Agreement, Talent's sole remedy, if any, shall be limited to, the right to recover damages in an action at law and in no event shall Talent be entitled to terminate or rescind the Agreement, revoke any of the rights granted herein or to enjoin or restrain production, distribution or exhibition of the Picture. Talent acknowledges that Production Company is not and does not intend to become a signatory to any guild or organization agreement, and credit, if any, shall be as set forth herein.
- 13. Suspension; Cancellation; Termination. If Talent fails or refuses ("default") or is unable ("disability") for any reason to render the Services, or if the Production Company's development, and/or production of the Picture is interrupted or materially interfered with by reason of any governmental law, ordinance, order or regulation or by reason of fire, flood, earthquake, indement weather, natural disaster, labor dispute, lockout, strike, accident, act of God or public enemy, terrorism or by reason of any other cause, thing or occurrence of the same or any other nature not in the control of the Production Company ("Force Majeure) or by reason of the decision of the Production Company to terminate or suspend production and/or development of the Picture for any reason, Production Company shall have the right (i) to terminate the Agreement without further obligation to Talent, or (ii) to suspend the Agreement for a period equal to the duration of any such default, disability or the occurrence of any event of Force Majeure, and no compensation shall be paid or become due to Talent hereunder for such period of suspension. No suspension shall relieve Talent of Talent's obligation to render the Services when and as required by Production Company, except during the continuance of the disability of the Talent. Unless terminated, any such suspension shall end promptly upon determination by Production Company in its sale discretion that the cause of the suspension has ceased, and all times periods and dates shall be extended by the period of the suspension.
- 14. Confidentiality. Talent shall protect all Confidential Information of Production Company from unauthorized dissemination and shall use the same degree of care that Talent uses to protect its own like information, but in no event unless than a reasonable standard of care. Talent will not disclose to third parties Production Company's Confidential Information without prior written consent. Talent shall not use the Confidential Information for purposes other than those necessary to directly further this Agreement. Upon termination of the Agreement, Talent shall return within (5) business days all the Confidential Information. Confidential Information shall include all information about and content concerning the Production, budgets, salaries of any person involved with the Picture (including Talent's), intellectual property and all non-public information about the Production.
- 15. Travel. If the Production Company requires Talent to render services on the Picture more than (100) miles away from the Talent's principal residence, Production Company shall furnish Talent accommodations and airfare. No per diem shall be paid unless expressly agreed. In the event any expenses are reimbursable, no such reimbursement shall be provided without proper receipts. In addition, it is expressly understood that Production Company shall not reimburse Talent for any costs of travel (i.e., taxis) from Talent's home or place of business to the airport and from the airport to Talent's home or place of business.
- 16. Survival. Neither the termination, suspension nor expiration of this Agreement for any reason shall affect the ownership rights of the Production Company of the results and proceeds of the Services, the Materials, or any warranty, representation or covenant given by the Talent.

17. Miscellaneous.

- (a) Governing Law. This Agreement shall be governed by the laws of Hong Kong, SAR, without regard to the conflict of law principles thereof. In the event of any conflict between any provision of the Agreement and any applicable law or applicable guild or union agreement, the Agreement shall prevail.
- (b) Jurisdiction, Any controversy or dispute arising out of this Agreement, the interpretation of any provision hereof, or the action or in action of any party hereto shall be submitted to the exclusive jurisdiction of the courts of Hong Kong, SAR. Talent agrees to accept Service of process by certified mail to the address listed above for Talent in connection with any action under or relating to this Agreement. The successful party to any litigation, claim, action or proceeding relating to this Agreement shall be awarded costs and expenses (including attorney's fees of in-house and retained counsel).
- (c) Independent Contractor. Nothing contained herein shall be deemed to constitute a partnership between, or joint venture by, or an agency relationship between, the parties. Neither party shall hold itself or himself out contrary to the terms of this clause, by any means whatsoever. Neither party shall be bound by, or become liable for, any representation, commitment, act or omission whatsoever of the other contrary to the provisions hereof.
- (d) Assignment. Production Company may assign this Agreement to any person or entity without consent of Talent. Talent shall not have the right to assign the Agreement or any of its obligations or rights thereunder. This Agreement shall be binding upon and inure to the benefit of any successors and assigns.
- (e) Waiver and Modification. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Neither the termination nor expiration of the Agreement shall affect the ownership rights of the Production Company of the results and proceeds of the Services rendered by the Talent under the Agreement or any warranty, representation or coverant given by the Talent. The remedies provided hereunder are cumulative and exercise of one shall not preclude the exercise or be deemed a waiver of any other remedy, nor shall the specification of any remedy hereunder exclude or be deemed a waiver of any other remedy at law or equity, which may be available to the Production Company. All rights granted by Talent to reversion to Talent under any circumstances whatsoever, and Talent's sole remedy shall be recovery of damages at law. Talent shall not have the right to enjoin or restrain the

production, development, distribution, exhibition or other exploitation of Picture for any reason. This agreement will not be modified or any term or provision waived without the written approval of both parties.

- (f) Severability. If any provisions of this Agreement shall be for any reason held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
 (g) Guild/Union. Production Company shall have the right to the maximum extent permissible under such applicable guild or union agreements, to apply all compensation paid to Talent on account of the Talent's services under the Agreement as a credit against any and all amounts with may be required under any such collective bargaining agreements to be paid to Talent hereunder and the exercise thereof and for any other reason whatsoever. If pursuant to such collective bargaining agreements or the like, Talent is entitled to any payment in addition to or greater than those set forth in herein, then any such additional or greater payment made by the Production Company shall, be considered as an advance against and deducted from any such sum which may subsequently become payable to Talent hereunder. If there is an allocation required to be made as between the Talent's various services, Talent agrees to be bound by such allocation as may be made by Production Company in good faith.
- (h) Withholdings. Production Company shall have no responsibility or liability with respect to the Talent and the Talent's services hereunder, including, but not limited to, the withholding and/or payment of any sums required to be withhold and/or paid by such employer to any governmental authority, or pursuant to any guild or union health, welfare, or pension plan, or on account of any other so-called fringe benefits, based on or resulting from the services rendered hereunder by the Talent. Production Company may, in its discretion, withhold and deduct from compensation payable to Talent any dues and assessments to extend permitted by law and any amounts required to be deducted and withhold under the provisions of any law or regulation. If Production Company is directed by any court, judicial order, governmental order, levy gamishment or the like to pay any amounts otherwise payable to Talent to any person or firm or corporation. Production Company shall have the right to pay such amounts in accordance therewith, and Production Company's obligation to Talent shall be discharged to the extent of such payments, and if Production Company becomes a party to any judicial action arising from a third party claim to such payments. Talent shall reimburse Production Company's costs and expenses (including attorney's less of in-house and outside coursell incurred in connection therewith.
- (i) Notices. Except as may otherwise be provided in this Agreement, any notices required y or submitted in connection with the terms and conditions of this Agreement shall be in writing and shall be delivered to the party to whom intended by personal delivery, telecopier, nationally recognized courier or by certified or registered mail, postage prepaid, and shall be deemed effective when personally delivered or upon the first to occur of actual receipt, confirmation of facsimile transmission, or three (3) days after deposit with a courier or seven (7) days after mailing to the address set forth below. To be deemed effective, a copy of all notices to Production Company must also be delivered to counsel for Production Company, Jeffrey W. Berkman, by facsimile +852 3017-3033.
- @ Headings. The headings are for convenience and reference only, and they shall in no way define, limit, or describe the scope of the provisions or be considered in the interpretation, construction or enforcement hereof.
- (k) Entire Agreement. The provisions of this Agreement, including any Annexes, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or representations, oral or written, regarding such subject matter. Each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, nature or description whatsoever made by either party to the other, except as are herein expressly set forth.
- (f) Further Documents. Talent agrees to perform such further acts and execute such further documents, including without limitation, certificates of authorship, copyright assignments, as may be appropriate or necessary to carry out the intent hereof and to evidence the Productions Company's ownership of the results and the proceeds of all services rendered under the Agreement, and Talent hereby appoints Production Company attorney-in-fact, which appointment is invexcable an coupled with and interest, with full power of substitution and delegation, to execute any an all such documents which Talent fails to execute within five (5) business days after Production Company's request therefore and to do any and all such other acts that Talent fails to do after Production Company's request therefore.

TALENT AGREEMENT

Between:

FILM TITLE					
Bigfoot Entertainment Philippines Inc Saac II Road, Barangy Mactan, Lapu City, Cebu, Philippines Herninster Production Company					
Talent:		Screen Name:			
Home Address:	Hereinafter "Talent"	Manager:			
Scope: Talent will play the role of "	" (the "Services") in the above refere	nced feature film currently entitled "" (the "Picture")			
Schedule: On-call between, 2007	, 2007	Heroinafter, the "Torm"			
Compensation: a. per day for the Services in the above-referenced feature film. Talent's work is on-call between the above said dates and will take place in Cebu, Philippines. Actor's work to commence on or about January 30, 2007 in Cebu. b. Payment Terms: cash or cheque. c. Up to 10 days of additional photography, as needed, per actor's prior professional availability is included. Post and Additional days will be in Cebu or location as determined by Production Company d. Crew is on call basis during the term with payment applicable only in shooting days in which crew is called. e. Talent may be entitled to additional compensation for specific car stunt work as requested by Production Company and to be negotiated as case-to-case basis.					
	Payment Infor	rmation			
Payments to: Advance: Manager X Tolent Name of Account Information: Name of Account: Account Information: Name of Account: Account Information: Name of Account: Account Information: Name of Account Information: Name of Account: Name of Account Information: Name of Account Infor					
	Special Arrang	gements			
a. Credit: shall be determined by the Production Company, at Production Company's sole discretion. b. Behind the Scenes will be shot for EPK/promotional purposes. c. Talent agrees to allow film clips and behind the scene footage in an educational below-the-line video series to be produced and commercially distributed by or on behalf of by International Academy of Film and Television's international film school. d. Talent agrees that all results and proceeds of his Services and the Picture may be distributed for no additional compensation to Talent as part of English and Chinese language learning products intended for commercial distribution, in any medium now known or hereafter devised which are designed to teach English and Chinese through movies. e. Talent must take professional precaution as generally practiced in performing hazardous filming requirements to prevent liability against Production Company.					
		's "Standard Terms of Personal Services Engagement", attached as Schedule A. This			
Talent Agreement and Schedules shall constitute the entire agreement between the parties and supersedes any prior or contemporaneous agreements.					
Date:Bigfoot Entertainment Ph	ilippines Inc. Talent:				
Manager:					

SCHEDULE A "STANDARD TERMS OF PERSONAL SERVICES ENGAGEMENT"

- 1. Engagement. These Standard Terms of Personal Services Engagement are incorporated into the principal Talent Agreement cover page to which they are attached (collectively the "Agreement"). The individual rendering the Services is referred to as "Talent." If the Services are furnished by a corporation loaning services ("Lender") than both Talent and Lender are bound hereby. In the evert of any inconsistency, the Standard Terms shall prevail. Production Company hereby engages Talent to furnish the Services, and Talent accepts such engagement and shall perform all the duties and obligations hereunder. "Production Company" shall mean Bigfoot Entertainment Philippines, Inc. and any affiliate owned or controlled by the majority shareholder thereof.
- 2. Services. Talent shall render all Services at such place or places as required by Production Company. Talent shall render all Services under the supervision, direction and control of Production Company, in a diligent and conscientious manner, and to the best of the Talent's ability, and comply with all instructions, directions, requests, rules and regulations of Production Company, as applicable (including those relating to matters of artistic taste or judgment). Unless otherwise agreed, Talent shall render the Services exclusively and solely to Production Company during the Term. Talent agrees, if and when requested by Production Company, to report to all development, pre-production, principal photography and postproduction activities, publicity interviews, publicity photography, story conferences, song conferences, production conferences, making of, stills and the like and for changes in and/or foreign versions of the Production and for no additional compensation. If any publicity activities arising after the Term would conflict with any of Talent's professional commitments, then Talent shall give Production Company timely notice of the same, in which case the Talent shall cooperate to the fullest extent with the Production Company in becoming available for such publicity.
- 3. Services Unique. Talent acknowledges that the rights granted to Production Company and Talent's Services hereunder are of a special and, unique character, the loss of which cannot be reasonably or adequately compensated in damages and that a breach by the Talent may cause Production Company irreparable injury and damage. Without limiting or waiving any other rights or remedies of Production Company, the Production Company shall be entitled to seek injunctive relief or other equitable relief to prevent a breach of this Agreement.
- 4. Payment Obligations. (a) The Compensation shall be deemed equitable and inclusive remuneration for the Services and for all rights granted to Production Company, and no further compensation shall accrue or be payable to Talent for exploitation of the Picture in any manner known or hereafter devised, or for any services rendered at night, on weekends, on holidays or after the expiration of any number of hours of services in any period. (b) If Talent elects that payment of Compensation should be made to its Representative, Production Company shall have the right to pay Manager directly all Compensation, Production Company shall not be obligated to make any payments of any nature Talent, and Production Company shall not be responsible for Manger's faiture to pay any amounts to Talent.
- 5. Results and Proceeds. (a) Production Company shall own exclusively, in perpetuity, throughout the universe, all right, title and interest in and to the Picture, the elements and any parts thereof, and the results and proceeds thereof, and any and all rights of every kind therein, of the Services (including the copyrights) and all materials produced thereby, any stills or photographs taken by Production Company before and in connection with the Services, and any ideas, creations, literary, musical compositions and lyrics, songs written or delivered hereunder, musical performance(s), master recordings, audio, video performances and the like, all intellectual properties, and all other materials furnished by the Talent. hereunder, of any kind and nature whatsoever ("Materials"), free and clear of any and all claims for royalties and other compensation. Talent acknowledges that any and all results and proceeds of the Services hereunder shall be work made for hire for Production Company, specially commissioned for use as part of a motion picture, other audio/visual or photographic work, musical composition, digital work, of any nature now known or hereafter devised. If for any reason the above would not be considered a work made for hire, Talent does hereby sell, assign, and transfer to Production Company, its successors and assigns, the entire right, title and interest in and to the Picture and Materials, and all the intellectual property rights therein, and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Picture and Materials, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights or trademarks, and in and to all rights corresponding to the foregoing throughout the world. Production Company shall have the right to adapt, change, revise, combine with other productions, delete from, add to or rearrange the Picture and Materials, or any part thereof, and Talent waives throughout the universe the benefit of any law, doctrine, or principle known as "droit moral" or moral rights of authors of any similar law, doctrine or principle however denominated, to the maximum extent permitted in each applicable jurisdiction. Production Company shall have the right to sell, lease license, market, promote, distribute, broadcast and exploit commercially or otherwise, on television, theatrically, home video(DVD, in any digital format, print calendars, in any English learning videos/software, any educational videos relating to filmmaking and in any marketing or other advertising materials or Additional Materials (as defined below), and in any all other media now known or hereafter devised whatsoever, the Picture and Materials, as Production Company shall determine in its sole discretion. Talent agrees that USD \$100.00 of the total Compensations in consideration of and constitutes payment for the grant to Production Company of all rights regarding renting, lending, fixing, reproducing and other exploitation of the Picture and Materials conferred under any applicable laws, directions, or regulations throughout the world. It is expressly understood that Materials shall be deemed to include any and all (i) stills or photographs taken, (ii) ideas, creations, literary, musical compositions and lyrics, songs written or delivered, (iii) musical performance(s), master recordings, audio, video performances, (iv) all intellectual properties and (v) other materials furnished by Talent, of any kind and nature whatsoever, from the moment the Term commenced until the Term concludes and shall not be limited to those materials created while performing the Services. (b) Talent agrees that all Separation Rights, if any, are assigned and transferred under this Agreement, to Production Company. If Talent has a right to claim Separation Rights, it is agreed that Production Company has the exclusive right (without being required to pay any additional consideration) to exercise theatrical, television, remake, spin-off, (live or animated) and sequel motion picture rights, merchandising rights, and publications rights. (c) Talent shall not be entitled to any additional compensation in connection with the exploitation of the Picture and Materials in any manner and acknowledges that the Compensation hereunder is in full consideration of and is equitable consideration for all rights, including if any other sum is required by applicable law, granted Production Company hereunder. If Production Company is required by applicable law to pay Talent an additional minimum equitable remuneration, nothing shall effect Production Company's rights granted hereunder in and to the Picture and Materials. (d) Talent shall not be authorized to use any stills, photographs or video taken by the Production Company prior to or during the engagement of the Talent without express written consent of the Production Company, and in the event such consent is given, all use of such stills photographs and video must include an appropriate copyright notice (SNew Cebu Films) on the still, photograph, joeg or video.
- 6. Representations and Warranties; Indemnification. Talent represents and warrants the following: (a) Talent is free to enter this Agreement, is not subject to any disability or obligation that would prevent rendering the Services in accordance with the terms, covenants and conditions of hereof, and Talent has not made and will not make any agreement commitment, grant or assignment, nor do anything which might interfere or impair the complete enjoyment of the rights granted and services to be rendered hereunder. (b) All Materials furnished by Tajent shall be wholly original with Tajent except items in the public domain and neither the Materials nor use thereof will infringe upon the rights of others, or violate any right of privacy of or constitute a libel, slander or any unfair competition against or infringe upon or violate the copyright, common law rights, literary, dramatic, photoplay, right of publicity or any other rights of any third party. The approval of all or any of the Materials shall not constitute waiver of such representations and warranties. (c) if required by Picture Company, Talent will become a member, at Talent's sole cost and expense, and remain a member in good standing throughout the term of the Agreement, of the appropriate and labor organization or organizations. (d) Talent shall comply with all laws and regulations which may affect performance of the Services (e) No other person entity has a right to make any claims for compensation or otherwise in connection with the Talent's performance of the Services. (f) Talent may at Production Company's sole discretion is be added as an additional insured on the Production Company's Errors and Omissions and general liability insurance policies, if any, Production Company may secure any type of insurance covering the Talent. Talent shall assist, at any time following execution of the Agreement, Production Company in procuring such insurance by submitting to the customary medical examination and by the signing such papers as may be reasonably required in connection therewith. If Production Company is unable to procure insurance covering the Talent at normal rates and without special exclusions, Production Company may terminate the Agreement. Talent shall not have any right, title or interest in or to such insurance. During the Term of the Agreement, Talent shall not engage in any extra hazardous activity. Talent acknowledges that any such insurance coverage shall not in any way limit or restrict the warranties, obligations and representations herein. (g) Since the Compensation constitutes full consideration for the Services and rights granted by Talent hereunder, Talent hereby assigns to Production Company all other compensation which may become payable to Talent as a result of the Services on account or in nature of tax or levy, through a collecting society or otherwise, or under law. Talent shall cooperate fully with Production Company in collection of such compensation. (h-f) Talent shall indemnify and hold harmless Production Company, any licensee or distributor of the Picture, any station, network telecasting the Picture, any statio, each sponsor, advertising agency, and the shareholders, officers, directors, employees, legal counsel, agents, successors, licensees and assigns of any of the foregoing, against any and all liability, loss, damage, costs, expenses, charges, claims, actions, causes of action, judgments, fines, penalties, recoveries and expenses, including attormey's fees of in-house and outside courset, which any of them suffer by reason of the Services rendered or the use of the Materials, or any breach of any representation, warranty or coverant made by Talent in this Agreement.

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- 7. Production Company's Controls. Production Company shall have the full and exclusive budgetary, financial, creative and business control over the Picture. Talent shall not, without written consent of Production Company, make any public statements, release or authorize any information, advertising or publicity relating to the engagement hereunder, the Picture, or Production Company's personnel or operations, provided the Talent can make incidental, non-deregatory references in personal publicity.
- 8. Name and Likeness. Production Company shall have the perpetual and irrevocable right, and may grant to others the right, to disseminate, display, reproduce, use, print, publish and make any other uses of the Talent's name, stills, photographs, voice, performance, signature and/or likeness, whether or not taken from the Picture, and biographical material concerning Talent ("name and likeness"), in connection with the advertising, publicizing and exploitation in any manner whatsoever, of the Picture and/or Materials. The foregoing rights shall include, without limitation, the right to use and authorize others to use, the name and likeness in the credits of the Picture, in trailers, in commercial tie-ups, music videos, and in all other forms of advertising and publicity whatsoever, and in connection with the novelizations and other publications, and in connection with the advertising and/or metrhandising of any product, commodity or service or series relating to the Picture and/or Materials; provided that the Talent's and not be represented as endorsing any products or services without the Talent's consent. Production Company contemplates the development and distribution (or the licensee of rights to do so) (i) of English language educational products, in any medium now known or hereafter devised, utilizing the Picture and its contents and/or (ii) filming and commercially exploiting films, including without limitation. The productions about the Picture in connection with a series, for educational and commercial distribution, about filmmaking ("Additional Rights"), and Talent consents and agrees to participate in such filming and exploitation thereof (including without limitation, use of any film clip footage and the behind-the-scenes photography and filmed interviews with Talentj and hereby grants to Production Company, in perpetuity and throughout the universe, the right to use the Talent's name and likeness in connection with such Additional Rights for no additional consideration.
- 9. Production Company's Breach. Notwithstanding any contrary provision hereof or operation of law, this Agreement may not be terminated by Talent because of a breach of any terms, provisions or conditions contained herein unless and until Talent has given Production Company written notice of a material breach and Production Company has not within ten (10) business days after receipt of such notice cured such material breach. Talent here notified to rescind the Agreement, revoke any of the rights herein granted or entain production of the Picture, broadcast, distribution or exhibition of the Picture or any other motion picture remake, sequel, television picture or derivative production based therein.
- 10. No Obligation to Use. Nothing herein shall obligate Production Company to use the Talent's Services, the results of the Services, or the Materials, in the Picture, to produce, release or distribute the Picture or to continue to release or distribution of the Picture if released or otherwise exploit any rights granted to Production Company hereunder.
- 11. Location-Wardrobe. Talent shall be available at such locations, and at all times and for such periods of time as designated by Production Company. During the Picture, Talent will be provided the wardrobe for the Picture, which is owned by Production Company.
- 12. Credit. Except as expressly provided in the Agreement, Production Company shall determine in sole discretion, the manner, form, size, style, nature and placement of any credit given Talent. The failure by the Production Company or any failure by any third party to accord any credit, shall not constitute a breach of this Agreement. In the event Talent has a right to any credit under this Agreement, Talent's sole remedy, if any, shall be limited to, the right to recover damages in an action at law and in no event shall Talent be entitled to terminate or rescind the Agreement, revoke any of the rights granted herein or to enjoin or restrain production, distribution or exhibition of the Picture. Talent acknowledges that Production Company is not and does not intend to become a signatory to any guild or organization agreement, and credit, if any, shall be as set forth herein.
- 13. Suspension; Cancellation; Termination. If Talent fails or refuses ("default") or is unable ("disability") for any reason to render the Services, or if the Production Company's development, and/or production of the Picture is interrupted or materially interfered with by reason of any governmental law, ordinance, order or regulation or by reason of fire, flood, earthquake, indement weather, natural disaster, labor dispute, lockout, strike, accident, act of God or public enemy, terrorism or by reason of any other cause, thing or occurrence of the same or any other nature not in the control of the Production Company ("Force Majeure) or by reason of the decision of the Production Company to terminate or suspend production and/or development of the Picture for any reason, Production Company shall have the right (i) to terminate the Agreement without further obligation to Talent, or (ii) to suspend the Agreement for a period equal to the duration of any such default, disability or the occurrence of any event of Force Majeure, and no compensation shall be paid or become due to Talent hereunder for such period of suspension. No suspension shall relieve Talent of Talent's obligation to render the Services when and as required by Production Company, except during the continuance of the disability of the Talent. Unless terminated, any such suspension shall end promptly upon determination by Production Company in its sale discretion that the cause of the suspension has ceased, and all times periods and dates shall be extended by the period of the suspension.
- 14. Confidentiality. Talent shall protect all Confidential Information of Production Company from unauthorized dissemination and shall use the same degree of care that Talent uses to protect its own like information, but in no event unless than a reasonable standard of care. Talent will not disclose to third parties Production Company's Confidential Information without prior written consent. Talent shall not use the Confidential Information for purposes other than those necessary to directly further this Agreement. Upon termination of the Agreement, Talent shall return within (5) business days all the Confidential Information. Confidential Information shall include all information about and content concerning the Production, budgets, salaries of any person involved with the Picture (including Talent's), intellectual property and all non-public information about the Production.
- 15. Travel. If the Production Company requires Talent to render services on the Picture more than (100) miles away from the Talent's principal residence, Production Company shall furnish Talent accommodations and airfare. No per diem shall be paid unless expressly agreed. In the event any expenses are reimbursable, no such reimbursement shall be provided without proper receipts. In addition, it is expressly understood that Production Company shall not reimburse Talent for any costs of travel (i.e., taxis) from Talent's home or place of business to the airport and from the airport to Talent's home or place of business.
- 16. Survival. Neither the termination, suspension nor expiration of this Agreement for any reason shall affect the ownership rights of the Production Company of the results and proceeds of the Services, the Materials, or any warranty, representation or covenant given by the Talent.

17. Miscellaneous.

- (a) Governing Law. This Agreement shall be governed by the laws of Hong Kong, SAR, without regard to the conflict of law principles thereof. In the event of any conflict between any provision of the Agreement and any applicable law or applicable guild or union agreement, the Agreement shall prevail.
- (b) Jurisdiction, Any controversy or dispute arising out of this Agreement, the interpretation of any provision hereof, or the action or in action of any party hereto shall be submitted to the exclusive jurisdiction of the courts of Hong Kong, SAR. Talent agrees to accept Service of process by certified mail to the address listed above for Talent in connection with any action under or relating to this Agreement. The successful party to any litigation, claim, action or proceeding relating to this Agreement shall be awarded costs and expenses (including attorney's fees of in-house and retained counsel).
- (c) Independent Contractor. Nothing contained herein shall be deemed to constitute a partnership between, or joint venture by, or an agency relationship between, the parties. Neither party shall hold itself or himself out contrary to the terms of this clause, by any means whatsoever. Neither party shall be bound by, or become liable for, any representation, commitment, act or omission whatsoever of the other contrary to the provisions hereof.
- (d) Assignment. Production Company may assign this Agreement to any person or entity without consent of Talent. Talent shall not have the right to assign the Agreement or any of its obligations or rights thereunder. This Agreement shall be binding upon and inure to the benefit of any successors and assigns.
- (e) Waiver and Modification. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Neither the termination nor expiration of the Agreement shall affect the ownership rights of the Production Company of the results and proceeds of the Services rendered by the Talent under the Agreement or any warranty, representation or coverant given by the Talent. The remedies provided hereunder are cumulative and exercise of one shall not preclude the exercise or be deemed a waiver of any other remedy, nor shall the specification of any remedy hereunder exclude or be deemed a waiver of any other remedy at law or equity, which may be available to the Production Company. All rights granted by Talent to reversion to Talent under any circumstances whatsoever, and Talent's sole remedy shall be recovery of damages at law. Talent shall not have the right to enjoin or restrain the

production, development, distribution, exhibition or other exploitation of Picture for any reason. This agreement will not be modified or any term or provision waived without the written approval of both parties.

- (f) Severability. If any provisions of this Agreement shall be for any reason held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
 (g) Guild/Union. Production Company shall have the right to the maximum extent permissible under such applicable guild or union agreements, to apply all compensation paid to Talent on account of the Talent's services under the Agreement as a credit against any and all amounts with may be required under any such collective bargaining agreements to be paid to Talent hereunder and the exercise thereof and for any other reason whatsoever. If pursuant to such collective bargaining agreements or the like, Talent is entitled to any payment in addition to or greater than those set forth in herein, then any such additional or greater payment made by the Production Company shall, be considered as an advance against and deducted from any such sum which may subsequently become payable to Talent hereunder. If there is an allocation required to be made as between the Talent's various services, Talent agrees to be bound by such allocation as may be made by Production Company in good faith.
- (h) Withholdings. Production Company shall have no responsibility or liability with respect to the Talent and the Talent's services hereunder, including, but not limited to, the withholding and/or payment of any sums required to be withhold and/or paid by such employer to any governmental authority, or pursuant to any guild or union health, welfare, or pension plan, or on account of any other so-called fringe benefits, based on or resulting from the services rendered hereunder by the Talent. Production Company may, in its discretion, withhold and deduct from compensation payable to Talent any dues and assessments to extend permitted by law and any amounts required to be deducted and withhold under the provisions of any law or regulation. If Production Company is directed by any court, judicial order, governmental order, levy gamishment or the like to pay any amounts otherwise payable to Talent to any person or firm or corporation. Production Company shall have the right to pay such amounts in accordance therewith, and Production Company's obligation to Talent shall be discharged to the extent of such payments, and if Production Company becomes a party to any judicial action arising from a third party claim to such payments. Talent shall reimburse Production Company's costs and expenses (including attorney's less of in-house and outside coursell incurred in connection therewith.
- (i) Notices. Except as may otherwise be provided in this Agreement, any notices required y or submitted in connection with the terms and conditions of this Agreement shall be in writing and shall be delivered to the party to whom intended by personal delivery, telecopier, nationally recognized courier or by certified or registered mail, postage prepaid, and shall be deemed effective when personally delivered or upon the first to occur of actual receipt, confirmation of facsimile transmission, or three (3) days after deposit with a courier or seven (7) days after mailing to the address set forth below. To be deemed effective, a copy of all notices to Production Company must also be delivered to counsel for Production Company, Jeffrey W. Berkman, by facsimile +852 3017-3033.
- @ Headings. The headings are for convenience and reference only, and they shall in no way define, limit, or describe the scope of the provisions or be considered in the interpretation, construction or enforcement hereof.
- (k) Entire Agreement. The provisions of this Agreement, including any Annexes, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or representations, oral or written, regarding such subject matter. Each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, nature or description whatsoever made by either party to the other, except as are herein expressly set forth.
- (f) Further Documents. Talent agrees to perform such further acts and execute such further documents, including without limitation, certificates of authorship, copyright assignments, as may be appropriate or necessary to carry out the intent hereof and to evidence the Productions Company's ownership of the results and the proceeds of all services rendered under the Agreement, and Talent hereby appoints Production Company attorney-in-fact, which appointment is invexcable an coupled with and interest, with full power of substitution and delegation, to execute any an all such documents which Talent fails to execute within five (5) business days after Production Company's request therefore and to do any and all such other acts that Talent fails to do after Production Company's request therefore.



TALENT INFORMATION SHEET

No.			

NAME:		•
HOME ADDRESS:		PHOTO: 3PCS
HOME TELEPHONE:		•
MOBILEPHONE:		
EMAIL:		
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Day Player Release



Date : ___

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Prepared by ·	Approved by :	

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6015 Lapu-Lapu City
Calsu, Philippines
Phone: +63-32-493-8889

Total DAYS

Singapore Bigloot Building 45 Club Street Singapore 069422 Phone: +65-8327-1741 United States of America 1234 Sixth Street #301 Santa Monica, CA 90401 USA Phone: +1-310-458-1498



Talent Call Slip

First Name: Last Name: Middle Name:	
Contact Numbers: Agency: Mobile:	
Salary & Schedule Information:	
Position/Role:	
Bigfoot Entertainment:	
Signature Over Printed Name/Date	
Talent:	
Signature Over Printed Name/Date	

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