

MODEL RELEASE AGREEMENT

The undersigned model ("Model") hereby delivers this Model Release Agreement (the "Agreement") to TEN: The Enthusiast Network, LLC and its parent companies, affiliates, and subsidiaries (collectively "TEN").

1. Grant of Rights. In exchange for receiving the fee set forth on Exhibit A, Model hereby irrevocably grants to TEN a perpetual, worldwide, transferable and sub-licensable, and royalty-free license to reproduce, distribute, publicly display, and otherwise use and exploit all Photographs (as hereinafter defined) in the following ways: (a) in a TEN magazine (including on the cover) or any special issue or special interest publication affiliated with or branded under any TEN magazine; (b) in or on any Internet web site, mobile web site, mobile application, social media web site, tablet magazine version, e-book magazine version, or any other digital format version affiliated with or branded under any TEN magazine; and/or (c) in connection with the commercial licensing and merchandising efforts of TEN. For the purposes of this Agreement: (i) "Photographs" means collectively any and all images, pictures, videotape, video, film, or footage of Model taken by TEN or on behalf of TEN; and (iii) Magazine means the initial print publication of TEN in which the Model's Photographs first appear.

2. Model further grants TEN the right to: (a) crop, edit, and alter the Photographs in whole or in part as deemed necessary by TEN for formatting purposes; and/or (b) place the Photographs anywhere in the Magazine, including on the cover of the Magazine and to select the photographer to take the Photographs. In the event that TEN wishes to display any of the Photographs on the cover of the Magazine, TEN will so notify Model and Model shall not undertake any modeling assignment that will result in her likeness being displayed on the cover of any magazine that competes with Magazine or contains similar content in the six (6) month period following initial publication of the Magazine cover on which Model appears. Model, without further compensation and subject to the Model's reasonable availability, shall appear at one (1) public event for or in connection with TEN or the Magazine.

3. Model Acknowledgments. Model acknowledges that: (a) she has the full right and authority to determine in her sole discretion the poses in which to engage for the purpose of the Photographs; (b) she has brought her own clothes to wear in connection with the Photographs; (c) she has full right and authority to determine in her sole discretion the hairstyle to wear in connection with the Photographs; (d) the scheduling of the photo shoot will be mutually agreed upon; and (e) she is at least 18 years of age. The parties understand that at no time during the photo shoot will TEN control the actions of Model.

4. Model releases TEN, its affiliates, parents, and subsidiaries and their respective directors, officers, employees and all others associated with the creation of the Photographs from any and all liability, injury, loss or damage of any kind arising out of or resulting from Model's participation in the photo shoot and the generation of the Photographs. The foregoing release of liability shall apply to, without limitation, any makeup, grooming and stylist changes made to Model's appearance.

5. Relationship of the Parties: (Model must initial applicable subparagraph A or B below)

A. Agency Hired Model. Model acknowledges that he/she has been hired through a third party agent. The Agent has contracted with TEN to provide the Model. The Model is employed through the Agency and all wages, and compensation of any kind to be paid to the Model by his/her agency. The wages and compensation paid to model through the agency are adequate consideration for the rights granted hereunder.

B. Independent Contractor. Model acknowledges that he/she is an independent contractor and as such is in control of her own activities during the photo shoot. As an independent contractor, Model acknowledges that Model will not will be eligible for or receive any benefits for which any of the employees of Source Interlink are eligible. Since Model is an independent contractor, TEN will not withhold any state or federal FICA or other withholding taxes, social security taxes, Medicare taxes, disability or other insurance payments or any other taxes, assessments or payments (collectively, "**Employment Taxes**"), except TEN will issue Model an Internal Revenue Service Form 1099 at the time, in the manner and

containing the information required by the Internal Revenue Code of 1986, as amended (the "**Code**"). Model is solely responsible for the payment of any and all Employment Taxes or any other taxes, assessments or payments owed in connection with its receipt of the compensation paid by TEN hereunder including, without limitation, any sales or other similar taxes. Model agrees that nothing in this Agreement shall be interpreted to establish an employer/employee relationship.

6. Miscellaneous. This Agreement shall be governed and interpreted and enforced in accordance with the laws of the state in which the photo shoot takes place, excluding any choice of law or conflicts of laws principles or provisions thereof. All disputes, controversies or claims arising out of or relating to this Agreement shall be resolved by mandatory and binding arbitration before one arbitrator in Los Angeles, California and governed and administered by JAMS, or its successor, pursuant to its Streamlined Arbitration Rules and Procedures. In the event of any disputes, controversies, or claims arising out of or related to this Agreement, the prevailing party in binding arbitration or resulting litigation shall be entitled to recover its costs and expenses, including attorneys' fees, incurred in such proceedings. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior agreements. Any alteration, supplement, modification or interlineation to the form of this instrument is rejected and shall be of no force or effect. If this Agreement is executed by an agent on Model's behalf, that agent warrants that he/she has full authority from the Model to grant the rights and to make the representations set forth above.

Name: _____

Print: _____

Date: _____

EXHIBIT A

1. TEN intends to publish the Photographs in the _____ issue of _____ (the “Magazine”).

2. TEN will pay Model the following compensation for the Photographs and the rights granted in this Agreement: **[insert compensation]**

3. Background Information

Model Name: _____ (“**Model**”)

Age: _____

Model SSN#: _____

Agent Name (if model is represented by Agent): _____ (“**Agent**”)

Agent Address: _____

City: _____ State: _____

Zip: _____

Phone Number: _____

E-Mail Address: _____

Agent Fed. ID No. or SSN#: _____

Description of photo shoot: _____

Location: _____

Issue Scheduled for: _____

Photo Editor: _____
