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Sometimes it's ~~what~~ you know.™

May 22, 2013

Required Documentation When Paid Via a Corporation

Our records indicate that payments for services rendered by you have been issued via a Corporation. When you are paid via a Corporation, the Corporation assumes responsibility for applicable employer and employee payroll taxes. Because your Corporation is assuming this responsibility, the agreed compensation is paid to your Corporation with no payroll taxes withheld.

To avoid any potential misunderstandings regarding payment of payroll taxes, as of June 1, 2013, TEAM requires that you complete and sign an Indemnification regarding the payroll tax obligations stating that you are an officer of the corporation or Limited Liability Company ("LLC"), that your corporation or LLC will be paying both the employer and the employee payroll taxes and that you will indemnify TEAM and its clients should any inquiries, claims, or other issues arise regarding the taxes. We also require that you submit a copy of your corporation's Articles of Incorporation.

To continue being paid via your Corporation:

- ✓ Please complete and sign the attached indemnification and return it to TEAM
- ✓ Provide a copy of your corporation's Articles of Incorporation along with the Indemnification
- ▶ **Send the Indemnification Agreement and a copy of the corporation's Articles of Incorporation via email to: corps@teamservices.net or via fax to: 818-441-0157 by 6/1/13**

The Indemnification Agreement is valid as long as the corporation remains in existence and in good standing, and need only be submitted once, unless there is a change in corporate status.

W-4 Payment (Payroll Taxes Withheld)

- *If your W-9 indicates a Sole Proprietorship or a Partnership -OR-*
- *If you do not wish to provide the paperwork noted above to be paid via your corporation:*

Please complete, sign, and submit a W-4 and you will be paid as an individual with applicable payroll taxes withheld going forward. Your corporation retains the responsibility for applicable payroll taxes for payments issued to it on your behalf in the past.

▶ If we do not receive the required paperwork noted above by June 1, 2013, future payroll will be processed based on "Single / Zero" status.

Thank you.
Kind regards,
TEAM

052013

www.teamservices.net
BURBANK | DETROIT | NEW YORK

INDEMNIFICATION AGREEMENT

Please check to indicate company is a: Corporation Limited Liability Company ("LLC")

As an inducement to Talent Entertainment and Media Services, Inc. ("TEAM"), to make payments to _____, a corporation or LLC as indicated above ("Company"), in respect of services rendered by _____ ("Worker") on its behalf without withholding federal or state payroll or any other applicable employer or employee taxes, Company on behalf of Worker represents, warrants, and agrees as follows:

1. Valid Corporation or LLC: Company is a duly organized and validly existing Corporation or Limited Liability Company (as indicated above) in good standing in the state of its organization, and qualified to do business in each state or jurisdiction in which it is required to be so qualified. A current, valid, and signed W-9 on behalf of Company is attached hereto and made a part hereof. Company represents that it pays taxes as a corporation using Form 1120, and does not file taxes using Form 1040. Company and/or Worker will provide to TEAM a copy of Company's Articles of Incorporation and any other requested information or tax compliance documentation relating hereto;
2. Authorized Officer of Company: Worker is an officer of Company with authority to enter into contracts on behalf of Company, to act on behalf of Company, and to enter into binding agreements on Company's behalf;
3. Company is Worker's Employer: Payments to Company by TEAM on behalf of itself, its affiliates and/or its clients for services rendered by Worker are not subject to withholding of any state, federal, or other income, employment, or any other taxes of any kind or nature. Company is the employer of Worker who is rendering services on its behalf, and is responsible for all applicable employer tax obligations with respect to payments hereunder including, without limitation, tax obligations under the Internal Revenue Code, employer and employee taxes, and all federal, state or local tax codes;
4. Company is responsible for remitting taxes: In connection with payments made by TEAM to Company, Company shall discharge all employer obligations required by federal, state, and local statute, code, or law including, without limitation, filing of all required returns and reports, timely deducting, withholding, and payment to all applicable taxing authorities of all amounts required in respect of amounts paid by TEAM to Company on behalf of Worker hereunder, and payment of any and all assessments, taxes, contributions or other sums as may be required by applicable federal, state, or local agencies or authorities.
5. Change in Status: Company agrees to notify TEAM, in writing, of any change in its status that would cause Company to not be the employer for payroll tax purposes of Worker or any individual(s) represented as rendering services on its behalf.
6. Indemnification and Hold Harmless: Company, on its own behalf and on behalf of Worker, and its partners, employees, agents, successors and assigns, agrees to defend, indemnify and hold harmless TEAM, its parent, its clients, and related and affiliated entities, and each of their respective officers, directors, shareholders, employees, agents, management company, successors and assigns, from and against any and all taxes, interest, and penalties payable to any taxing authority arising from or in connection with any payments made by TEAM to Company and any and all costs and expenses, of any kind or nature, including but not limited to accountants' fees and costs and attorneys' fees and costs, which TEAM or its clients may incur in connection with any audit, assessment, settlement, or litigation of claims or assertions by any taxing authority that TEAM on behalf of its clients is or was required to withhold, deduct and remit any amounts in respect of TEAM's payments to Company hereunder.
7. Audits: If audited in respect of payments made hereunder, Company and Worker agree to cooperate fully and promptly and provide any records or documentation as may be requested or required and TEAM shall release to the auditors conducting such audit on behalf of federal, state, or local taxing authorities or agencies its records of payments to Company, along with a copy of this Indemnification Agreement. Such release of information shall not be construed as a violation of any right to privacy.
8. No Expiration: This Agreement shall remain in full force and effect in perpetuity.

Under penalty of perjury, I certify that the forgoing is true and correct and that I agree to be bound by the terms herein. I further represent that I am authorized to enter into binding agreements on behalf of the entity named. A photocopy, electronic or digital copy of a handwritten signature will be deemed to be an original signature for all purposes.

Signature of Corporate Officer	Corporation or Limited Liability Company Name
Name (Please print or type legibly) of Corporate Officer	Federal ID # and State of Registration or Incorporation
Title	Address
Date	City, State & Zip Code
Telephone	Email

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of
 U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.