

## PRIVACY POLICY

Last updated January 1, 2020

### INTRODUCTION

This Privacy Policy applies to information that Commercial Talent, Inc. and its parent, subsidiary and affiliated entities (individually referred to herein as “CT” or “the Company” or “we” or “us” or “our”) collects about you in connection with the services provided by CT to you, and/or visit to the <https://commercialtalentagency.com/> website (each referred to herein as a “Site” and collectively, the “Sites”).

This Privacy Policy describes how we collect such information, how we use it and to whom and under what circumstances we may disclose it. Personal Information includes, but is not limited to, your name, photo, postal address, zip or postal code, email address, telephone number, date of birth, payment information, social security number, corporate information, SAG/AFTRA identification card, demographic information, details on your bookings, deals and/or projects, and other information you choose to provide us, including one or more factors specific to your physical, physiological, mental, economic, cultural, social identity or your biographical information (“Personal Information”). Your personal information may include information sourced from the public domain. The Personal Information we collect is stored and/or controlled by CT. In Los Angeles, CA.

### CALIFORNIA PRIVACY RIGHTS

Section 1798.83 of the California Civil Code provides that residents of California can obtain certain information about their personal information (as defined under Section 1798.83(e)(6) of the California Civil Code) that companies have shared with third parties for direct marketing purposes during the preceding calendar year, as well as the identity of those third parties. Personal information, as defined under the California Civil Code, includes, but is not limited to, data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of the data controller. To request a copy of your personal information maintained by us, please contact us at [documents@commercialtalentagency.com](mailto:documents@commercialtalentagency.com).

### INFORMATION YOU PROVIDE TO US

We (or our service providers) collect information from you when you: (1) become a client of ours or otherwise use our services; (2) are booked on a job or placed on a project by us, (3) apply for a job with us; or (4) contact us, or otherwise communicate with us or provide information to us.

When you visit our website, we may also collect anonymous information such as your IP address or domain name to analyze website traffic, but this information is not personally identifiable. We may use this information to help diagnose problems with our server, to administer our website, or to display the content according to your preferences. Traffic and transaction information may also be shared with business partners and advertisers on an aggregate and anonymous basis.

In the event that you ever provide information to us about another person, you represent that you have the authorization of such person to provide us with such information.

We may combine your (and others’) information that we have collected from you (or others) with information we may receive from other sources, such as third-party social media platforms address update services and co-promotion partners. By accessing our website or accepting our services, you signify your consent to the above collection of your Personal Information.

If you do not want us to collect your Personal Information, please do not provide it to us. If you receive an email or other correspondence requesting that you provide any sensitive information via email or to a web site that does not seem to be affiliated with us or that otherwise seems suspicious to you, please do not provide such information, and report such request to us at [documents@commercialtalentagency.com](mailto:documents@commercialtalentagency.com).

#### SITE INFORMATION & OTHER INFORMATION COLLECTED AUTOMATICALLY

We collect site usage information. We may collect information about the browser you are using or your operating system. We may also collect device information including device IDs. We may also collect information about how and when you connected to us. We may also look at the areas of our sites you visit and where you go when you leave us. We may collect ISP information and IP addresses.

#### INFORMATION USE

We may use the information we collect from and about you (including Personal Information) for a variety of purposes, including but not limited to the following:

(i) To represent you and provide our services to you; (ii) to provide you with offers and employment opportunities; (iii) subject to your communications preferences and, where required by applicable law, subject to your consent, to contact you (via postal mail, email and the like) with materials about us, our services and our events, as well as materials and information related to employment opportunities and relevant projects; (iv) to contact you when necessary or appropriate to discuss your career and related items, and to review and improve our services; (v) to protect the security or integrity of your information and our business; (vi) and otherwise, with your permission or as permitted by law.

#### FINANCIAL INFORMATION

To use certain aspects of our services, such as collecting our commission and remitting your compensation to you from bookings, we may require bank account information and a check authorization request from you. By submitting such account information through us or our services, you expressly consent to the sharing of your information with third party merchants, billing processors, and payment processors. These third parties and the Company may store your account information so you can use our services in the future. While we require that such third party merchants, billing processors, and payment processors use reasonable procedures to help protect your account information, we cannot guarantee that transmissions of your account information or Personal Information will always be secure or that unauthorized third parties will never be able to defeat the security measures taken by us or our third-party service providers. We assume no liability or responsibility for disclosure of your information due to errors in transmission, unauthorized third-party access, or other causes beyond our control.

#### INFORMATION DISCLOSURE

We may disclose information we collect (including your Personal Information) in the following ways to third parties, to the extent permitted by law:

- To potential employers on your behalf, i.e., to submit you for auditions and for roles or other work in motion pictures, television shows, commercials and other entertainment projects to studios, production companies and similar parties;
- To our service providers and suppliers, who collect or use such information for us or on our behalf (such as website or database hosting companies, address list hosting companies, email

service providers, analytics companies, distribution companies, fulfillment companies, and other similar entities that help us to operate the Site and/or provide functionality, content and services);

- CT companies and affiliated entities;
- Auditors and professional advisers like bankers, lawyers, accountants, personal and business managers and insurers solely as necessary and under obligations of confidentiality;
- As necessary, if we believe that there has been a violation of the Company policies, or if we have reason to believe that our rights or property, or the rights or property of any third party, may be or have been harmed;
- To respond to subpoenas or other judicial processes, or to provide information as requested by law;
- In the event that CT or substantially all of its assets are acquired by one or more third parties as a result of an acquisition, merger, sale, consolidation, bankruptcy, liquidation or other similar corporate reorganization, where your information may be one of the transferred assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this Privacy Policy; and
- As otherwise, with your permission or as permitted by law.

You or we may submit content on or through Facebook, Twitter, Instagram, Tumblr and you consent to such posting; however we are not responsible for the information, content and/or privacy practices of any such third-party platforms.

## CONSENT

By consenting to this Privacy Policy you are giving us permission to process your Personal Information specifically for the purposes identified.

## SECURITY

We have implemented measures in an effort to safeguard the Personal Information in our custody and control. Such measures include, for example, limiting access to Personal Information only to employees and authorized service providers who need to know such information for us to provide our services to you and for the purposes described in this Privacy Policy, as well as other administrative, technical and physical safeguards. Additionally, our service providers are not authorized to use or disclose your Personal Information for any purpose other than providing the services to us or on our behalf, or as otherwise may be required by applicable law. While we endeavor to always protect our systems, due to the inherent nature of the Internet as an open global communications vehicle and other risk factors, we cannot guarantee that any information, during transmission or while stored on our systems, will be absolutely safe from intrusion by others, such as hackers.

## CHILDREN'S PRIVACY

Our sites are meant for adults only, but our services apply to both adults and children. We do not knowingly collect personally identifiable information from children under 13 through our Site. If you are a parent or legal guardian and think your child under 13 has given us information, you can contact us at [EMAIL ALIAS].. Please mark your inquiries "COPPA Information Request."

Parents can learn more about how to protect children's privacy on-line here: <https://www.ftc.gov/tips-advice/business-center/privacy-and-security/children%27s-privacy>. We do not "sell" any Personal Information of our adult or minor clients, but we necessarily share such information with potential

employers and buyers of those clients' services so that we can adequately service such clients, with the necessary legal authorizations. If a parent or guardian becomes aware that his or her child has provided us with Personal Information without their consent, please contact us at: [EMAIL ALIAS].

### THIRD-PARTY WEBSITES

Our website may contain links (which may take the form of hyperlinks, widgets, clickable logos, plug-ins, images or banners) to websites and services operated by entities other than us. This Privacy Policy does not apply to such websites or services, so we recommend that you review their posted privacy policies so that you understand the relevant information collection, use and disclosure practices.

### CHANGES TO THIS PRIVACY POLICY

We may change this Privacy Policy from time to time and the amended policy will be posted to our website or provided to you, as applicable. We reserve the right to update, change, amend or modify this Privacy Policy at any time and from time to time without prior notice. When we post changes to this Privacy Policy, we will revise the "Last Updated" date at the top of the Privacy Policy. Your continued use of the Sites and/or our services after any changes or revisions to this Privacy Policy become effective shall indicate your agreement with the terms of such revised and then-current Privacy Policy.

### HOW WE USE THE PERSONAL INFORMATION COLLECTED ABOUT YOU

We will endeavor to keep your information accurate and up to date, and not keep it for longer than is necessary. CT is required to retain information in accordance with the law, such as information needed for income tax and audit purposes. How long certain kinds of Personal Information should be kept may also be governed by specific business-sector requirements and agreed practices. Personal Information may be held in addition to these periods depending on individual business needs.

### GOVERNING LAW/DISPUTE RESOLUTION/ARBITRATION

All matters relating to the Site and this Privacy Policy and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

By using the website or disclosing Personal Information to us, you agree that any dispute, claim or controversy arising out of or relating to this Privacy Policy or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before a single neutral arbitrator. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures. The parties to arbitration may use legal counsel at their own expense. All costs of arbitration (including arbitrator fees) shall be paid by CT, except only that if you bring the arbitration, you may be charged an initial filing fee that shall not exceed the filing fees that you would incur for bringing an action in court. Without limiting the generality of the foregoing, in the event that any party seeks injunctive or equitable relief with respect to any actual or threatened breach of this Privacy Policy, or with respect to public injunctive relief, such party may seek relief in a court of competent jurisdiction. Notwithstanding anything else in this Privacy Policy or the JAMS rules, any parties subject to this arbitration provision shall be barred from bringing or participating in any Class Action (as defined below) related to a dispute covered by this arbitration provision. Notwithstanding anything else in this Privacy Policy or the JAMS

rules, it is agreed that the arbitrator is specifically denied the authority to consider or certify any Class Action under this Privacy Policy. However, if these Class Action restrictions are ever deemed illegal or unenforceable, they shall be severed from this arbitration provision. In that event, any Class Action shall be exempted from this arbitration provision and brought in court of competent jurisdiction, in connection therewith and each of the parties consent to the sole and exclusive jurisdiction of the state and federal courts of the State of California, County of Los Angeles, Central District. For purposes of this Privacy Policy, the term "Class Action" shall mean claims brought on behalf of or allegedly representing or including other persons or entities, including but not limited to any class, consolidated, representative, collective or private attorney general action. This arbitration provision is subject to the Federal Arbitration Act, and may be enforced in any court of competent jurisdiction.

## CONFLICTS

In the event of a conflict between the provisions of this Privacy Policy and any provisions, terms or conditions of any General Services Agreement or representation agreement between you and the Company, the provisions, terms and/or conditions of such General Services Agreement or representation agreement between you and the Company shall control and govern.

## CONTACT US

If you have any questions about this Privacy Policy, please contact us via email at [documents@commercialtalentagency.com](mailto:documents@commercialtalentagency.com).