

PRODUCER / CASTING DIRECTOR SERVICES AGREEMENT

This Producer / Casting Director Services Agreement (“Agreement”) is made and entered into as of the date last signed and executed below (“Effective Date”) by and between Sanctum Casting (“Sanctum”) and the undersigned Producer, Production Company, and/or Casting Director (“Producer”). Sanctum and Producer may collectively be referred to herein as the “Parties.” By creating an account, submitting an application, electronically accepting this Agreement, or accessing Sanctum services, Producer agrees to be legally bound by the terms of this Agreement.

1. PURPOSE

Sanctum provides curated talent discovery, coordination, production support, referral, and casting support services for film, television, commercial, digital media, live events, and entertainment related productions.

Sanctum does not operate as a licensed talent agency and does not procure employment on behalf of talent. All hiring decisions, negotiations, engagement terms, performer agreements, and compensation arrangements are made directly between Producer and Talent.

Producer desires to engage Sanctum to assist in identifying, organizing, presenting, coordinating, or facilitating access to prospective talent, creatives, or project participants for Producer’s independent consideration.

2. SERVICES

Sanctum may provide one or more of the following services:

- a. Curated talent recommendations
- b. Talent search and discovery support
- c. Casting session coordination
- d. Audition scheduling assistance
- e. Talent database access
- f. Submission collection and organization
- g. Project visibility or promotional support
- h. Creative consultation related to casting direction or project positioning

- i. Referral introductions between Producer and prospective talent
- j. Production coordination support related to talent review workflows

Sanctum reserves the right to determine the method, structure, presentation, and delivery of its services.

3. NO TALENT AGENCY RELATIONSHIP

Producer acknowledges and agrees that:

- a. Sanctum is a curated talent discovery, referral, and production support platform
- b. Sanctum is not a licensed talent agency under the California Talent Agencies Act, California Labor Code Section 1700 et seq.
- c. Sanctum does not procure, promise, attempt, or negotiate employment or engagements on behalf of talent
- d. Sanctum does not act as an employment agency, artist manager, or personal manager unless separately agreed in writing under applicable law
- e. Sanctum does not guarantee employment, bookings, auditions, representation, compensation, or project placement
- f. All employment discussions, engagement negotiations, compensation terms, performer agreements, deal terms, and hiring decisions are conducted directly between Producer and Talent
- g. Producer independently evaluates all talent submissions and assumes full responsibility for all casting, hiring, contracting, and engagement decisions

Producer further acknowledges that Sanctum's services are limited to coordination, curation, organizational support, referral activity, and production support services.

4. PRODUCER RESPONSIBILITIES

Producer agrees to:

- a. Provide accurate and truthful project information
- b. Conduct all production activities lawfully and professionally
- c. Maintain all necessary insurance coverage appropriate for production activities
- d. Comply with all applicable labor laws, entertainment laws, union requirements, privacy laws, child labor laws,

and workplace safety regulations

- e. Maintain a safe, respectful, and professional environment for talent and production participants
- f. Obtain all necessary permits, releases, licenses, clearances, and approvals
- g. Communicate directly with talent regarding compensation, scheduling, contractual obligations, and production requirements unless otherwise agreed in writing
- h. Ensure all production activities comply with applicable federal, state, local, and international laws where applicable

5. FEES

Producer agrees to compensate Sanctum according to the applicable service structure selected during onboarding, application submission, project approval, invoice acceptance, or separate written agreement.

Unless otherwise agreed in writing:

- a. Deposits are due before services begin
- b. All invoices are due within 30 days of receipt
- c. Late balances may incur interest at the maximum rate permitted by California law
- d. Fees paid for completed services are non refundable
- e. Producer remains responsible for approved expenses incurred on behalf of the project

6. CONFIDENTIALITY

Both Parties agree to maintain confidentiality regarding:

- a. Non public production information
- b. Scripts, concepts, story materials, and creative assets
- c. Talent submissions and private performer information
- d. Business operations, databases, systems, workflows, and internal processes

Neither Party shall disclose confidential information to third parties except as required by law or reasonably necessary for production operations.

Confidentiality obligations shall survive termination of this Agreement.

7. INTELLECTUAL PROPERTY

Producer retains ownership of all production materials, footage, scripts, recordings, branding, and project related intellectual property belonging to Producer.

Sanctum retains ownership of:

- a. Internal systems
- b. Databases
- c. Branding
- d. Proprietary workflows
- e. Platform materials
- f. Internal processes and operational structures

Nothing in this Agreement transfers ownership rights unless expressly stated in writing.

8. TALENT SUBMISSIONS

All talent submissions and related materials provided by Sanctum are confidential and intended solely for internal Producer review related to the applicable project.

Producer agrees:

- a. Not to misuse submission materials
- b. Not to publicly distribute materials without authorization
- c. Not to use talent likenesses, media, or personal information outside authorized production purposes
- d. To comply with all applicable privacy, publicity, and data protection laws
- e. To maintain commercially reasonable safeguards for protecting submission materials

9. INDEPENDENT CONTRACTOR STATUS

The Parties are independent contractors.

Nothing in this Agreement creates:

- a. An employment relationship
- b. A partnership
- c. A joint venture
- d. An agency relationship
- e. A fiduciary relationship

Neither Party may bind the other to obligations without prior written authorization.

10. LIMITATION OF LIABILITY

To the maximum extent permitted under California law, Sanctum shall not be liable for:

- a. Production losses
- b. Project cancellation
- c. Talent performance issues
- d. Scheduling conflicts
- e. Financial losses
- f. Indirect damages
- g. Consequential damages
- h. Lost profits or reputational harm

Sanctum's total liability under this Agreement shall not exceed the total amount actually paid to Sanctum under this Agreement.

11. INDEMNIFICATION

Producer agrees to defend, indemnify, and hold harmless Sanctum and its owners, officers, employees, affiliates, contractors, representatives, successors, and assigns from and against any claims, liabilities, damages, losses, judgments, penalties, costs, or expenses, including reasonable attorneys' fees, arising out of or related to:

- a. Production activities
- b. Producer misconduct
- c. Employment disputes
- d. Union disputes
- e. Workplace injuries
- f. Intellectual property disputes involving Producer materials
- g. Violations of applicable laws or regulations
- h. Misuse of talent submissions or confidential information

12. TERM AND TERMINATION

This Agreement shall begin on the Effective Date and continue until services are completed unless terminated earlier.

Either Party may terminate this Agreement upon written notice. Termination shall not eliminate payment obligations for services rendered or expenses incurred before termination.

Sections relating to confidentiality, indemnification, intellectual property, payment obligations, dispute resolution, and limitation of liability shall survive termination.

13. NON CIRCUMVENTION

Producer agrees not to intentionally circumvent Sanctum for the purpose of avoiding agreed fees related to introductions, referrals, submissions, or project related services initiated through Sanctum during the term of this Agreement and for a period of 12 months following termination of the relationship.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles.

15. DISPUTE RESOLUTION AND VENUE

The Parties agree to first attempt to resolve any dispute through good faith informal discussions.

If the dispute cannot be resolved informally, the Parties agree to submit the matter to mediation in the State of California prior to initiating litigation, unless otherwise prohibited by applicable law.

Any legal action arising from or relating to this Agreement shall be brought exclusively in the state or federal courts located in California, and the Parties consent to the jurisdiction of such courts.

16. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes all prior discussions, negotiations, communications, or understandings.

Any amendments or modifications must be in writing and signed by both Parties.

17. ELECTRONIC ACCEPTANCE AND SIGNATURES

Producer acknowledges and agrees that by creating an account, submitting an application, clicking acceptance checkboxes, typing their legal name, or electronically accepting this Agreement through the Sanctum platform, Producer is entering into a legally binding agreement with Sanctum Casting.

Producer further agrees that:

- a. Electronic signatures and digital acceptances shall have the same legal force and effect as handwritten signatures under applicable California and federal law, including the California Uniform Electronic Transactions Act and the federal Electronic Signatures in Global and National Commerce Act
- b. The individual accepting this Agreement represents and warrants that they possess the authority to bind the Producer, Production Company, or Casting Director entity identified during account registration or application submission
- c. The Effective Date of this Agreement shall be the date and time the Agreement is electronically accepted through the Sanctum platform
- d. Sanctum may rely upon electronic records, timestamps, IP logs, account activity, and digital acceptance records as evidence of execution and acceptance of this Agreement

BY CLICKING "I AGREE," CREATING AN ACCOUNT, SUBMITTING AN APPLICATION, OR ACCESSING SANCTUM SERVICES, PRODUCER ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD, AND AGREED TO BE LEGALLY BOUND BY THIS AGREEMENT.