

The Art of Negotiating Talent Deals (Part II)

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Extension Term

The parties hereby agree to extend the Term of the Agreement by an additional twelve (12) months to commence on March 1, 2026, and continue through March 1, 2027.

Extension Term

Brand/Agency Priorities	Talent Concerns	Compromise
<ul style="list-style-type: none">Guarantee that the Brand continues use of Materials throughout the duration of the Extension Term.Require Talent to perform any outstanding Services from the initial Term during the Extension Term.	<ul style="list-style-type: none">Confirm length and consecutive nature of Extension Term.Confirm whether any additional materials will be created.Confirm whether any additional services will be required.Confirm additional compensation.	<p>The parties hereby agree to extend the Term of the Agreement by an additional twelve (12) consecutive months to commence on March 1, 2026, and continue through March 1, 2027 (the “Extension Term”). The parties acknowledge and agree that during the Extension Term: (i) Talent shall render any outstanding Services from the initial Term in accordance with Brand’s reasonable written instruction (email sufficient); (ii) Talent shall perform the Extension Term Services as defined and in accordance with the Extension Term Services Section further below; (iii) Brand shall have the right to: (a) use the Materials created during the initial Term, in the Media and in the Territory; and (b) create and use the Extension Term Materials as defined and in accordance with the Extension Term Materials Section further below.</p>

Extension Term Services

During the Extension Term, Talent shall perform the following services (the "Extension Term Services"):

Talent will provide one (1) personal appearance (the "Appearance") up to two (2) hours in length (excluding hair, makeup and wardrobe, and travel) on a date, time, and location designated by Brand. During the Appearance, (i) Talent will engage in activities requested by Brand which may include meet and greets, autograph signing, etc.; and (ii) Brand shall have the right to capture audio-visual, audio, and still images for incorporation into the Materials for the Campaign for use by Permitted Parties during the Term as outlined herein.

Except as otherwise explicitly provided herein, the Extension Term Services shall be treated as "Services" and subject to the applicable terms and conditions of the Agreement accordingly (e.g., ownership, representations and warranties, etc.).

Extension Term Services: The Appearance

Brand/Agency Priorities	Talent Concerns	Compromise
<ul style="list-style-type: none">• Ensure Talent will be available on the date of Brand's launch party• Make sure there are incentives vis a vis Talent (meet and greets, autographs, etc.) for customers to attend the launch event.• Allow content capture during the event for Brand materials.	<ul style="list-style-type: none">• Implement boundaries for Talent's engagement at the Appearance• Secure approval over Talent activities at the Appearance• Limit materials that can be created at/from the Appearance• Confirm wardrobe and GLAM will be provided for the Appearance• Confirm travel and lodging will be provided for the Appearance	<p>During the Extension Term, and in addition to any Services from the initial Term that Talent has yet to complete as of the date hereof, Talent to perform the following services (the "Extension Term Services"):</p> <p>Talent will provide one (1) personal appearance (the "Appearance") at Brand's launch event up to two (2) hours in length (excluding hair, makeup and wardrobe, and travel) at a location in Los Angeles, CA during the week of February 16, 2026. During the Appearance, (i) Talent will engage in a meet and greet for up to thirty (30) minutes in duration with a maximum of twenty (20) attendees (and Brand agrees to provide reasonable security in connection with such meet and greet), and will engage in other activities that are mutually agreed upon by the parties; and (ii) Brand shall have the right to capture audio-visual, audio, and still images for incorporation into the Materials for the Campaign for use by Permitted Parties during the Term as outlined herein. Talent shall autograph five (5) items, provided by Brand prior to the Appearance and Brand may distribute such autographed items during the Appearance.</p> <p>Except as otherwise explicitly provided herein, the Extension Term Services shall be treated as "Services" and subject to the applicable terms and conditions of the Agreement accordingly (e.g., ownership, representations and warranties, etc.).</p>

Extension Term Materials

During the Extension Term, Brand shall also have the right to create the following additional materials (collectively, the “Extension Term Materials”):

- (i) audiovisual commercials (plus lifts, edits, and versions thereof) (collectively, the “Commercials”)

During the Extension Term, in addition to Brand’s right to continue to Exploit the Materials in the Media in the Territory as described in the Underlying Agreement, Brand shall also have the right to:

- (i) Exploit the Materials on any and all forms of television media (including but not limited to linear, broadcast, cable, satellite, national, network, spot, cable and syndication television, spot syndication, digital streaming, and video on-demand, etc.) (ii) Exploit the Merchandise as further detailed in the Merchandise Section further below.

For purposes of clarity any post-Term restrictions on Brand’s usage provided in the Underlying Agreement shall not apply during the Extension Term.

Extension Term Materials: Creation

Brand/Agency Priorities	Talent Concerns	Compromise
<ul style="list-style-type: none">• Create new commercial content surrounding Appearance• Clarify such new commercial content is in addition to the Materials provided in the Underlying Agreement	<ul style="list-style-type: none">• Clarify number and duration of Extension Term Materials to be created.	<p>During the Extension Term, and in addition to the Materials from the Underlying Agreement, Brand shall also have the right to create the following additional materials (collectively, the “Extension Term Materials”):</p> <p>(i) one (1) audiovisual commercial up to sixty seconds (:60) in length (plus ten (10) lifts, edits, and versions thereof) (collectively, the “Commercials”); and</p> <p>(ii) the Merchandise (as defined and detailed in the Merchandise Section further below).</p>

Extension Term Materials: Usage

Brand/Agency Priorities	Talent Concerns	Compromise
<ul style="list-style-type: none">• Expand usage to allow Commercials to run on TV	<ul style="list-style-type: none">• Clarify usage of Extension Term Materials, particularly with the new inclusion of TV usage.	<p>During the Extension Term, in addition to Brand's right to continue to Exploit the Materials in the Media in the Territory as described in the Underlying Agreement, Brand shall also have the right to:</p> <p class="list-item-l1">(i) Exploit the Commercials on any and all forms of television media (including but not limited to linear, broadcast, cable, satellite, national, network, spot, cable and syndication television, spot syndication, digital streaming, and video on-demand, etc.) (collectively, "Broadcast Media"), provided, Brand shall not use the Commercials and/or Talent's Persona in or in connection with the 2027 or any subsequent NFL Super Bowl, unless otherwise approved in writing by Talent with a separately negotiated mutually approved agreement.</p> <p class="list-item-l1">(ii) Exploit the Merchandise as further detailed in the Merchandise Section further below.</p> <p>For purposes of clarity: (a) any post-Term restrictions on Brand's usage provided in the Underlying Agreement shall not apply during the Extension Term; and (b) the Materials from the Underlying Agreement may not be used in Broadcast Media without Talent's prior approval.</p>

CLE CODE: TALENT

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Extension Term Exclusivity

Talent will not provide services on behalf of, appear or participate in any advertising, publicity or promotion of, endorse, or authorize or permit the use of Talent's Persona in connection with the following (the "Restricted Category"), (a) any third-party Quick Service Restaurant concept, company, and/or their products and services (for the avoidance of doubt, the Restricted Category shall include, without limitation, XX); or (b) any product or service that in its advertising or publicity denigrates Brand or its brands or products.

Exclusivity: Scope

Brand/Agency Priorities	Talent Concerns	Compromise
<ul style="list-style-type: none">• Ensure Talent is bound by exclusivity obligations here on out• Make sure category is broad enough to cover new entrants	<ul style="list-style-type: none">• Limit exclusivity obligations to the Extended Term• Keep category narrow with defined exhaustive list• Limit subjective nature of exclusivity obligations	<p>Beginning on this First Amendment Effective Date (hereinafter referred to the “Exclusivity Period”), Talent will not provide services on behalf of, appear or participate in any advertising, publicity or promotion of, endorse, or authorize or permit the use of Talent’s Persona in connection with the following (the “Restricted Category”), (a) any third-party Quick Service Restaurant concept, company, and/or their products and services (for the avoidance of doubt, the Restricted Category shall include, without limitation, XX); or (b) any product or service that Talent knows or should know in its advertising or publicity denigrates Brand or its brands or products.</p>

Exclusivity: Exclusions

Brand/Agency Priorities	Talent Concerns	Compromise
<ul style="list-style-type: none">• Ensure Talent is bound by exclusivity obligations	<ul style="list-style-type: none">• Ensure Talent is not precluded from privately consuming competitive goods• Ensure Talent can still participate in publicity events and activities, entertainment services, etc.	<p>Furthermore, during the Term Talent shall not authorize being publicly photographed with or in a Competitive Brand (i.e., Talent will not explicitly grant permission to have Talent's photograph taken at a third-party Quick Service Restaurant, but Talent may consume Competitive Brand products or visit a Competitive Brand for Talent's personal consumption of Competitive Brand products).</p> <p>For clarity, (i) any actions or statements made by Talent prior to the First Amendment Effective Date that cease by such date shall not be deemed a breach of this provision and (ii) the aforementioned shall not preclude Talent from merely appearing in any entertainment portion of any news, TV, film or attending an event, regardless of sponsorship</p>

Merchandise

During the Term, Brand will have the right, but not the obligation, to elect to create, manufacture and sell a limited run merchandise line...

Merchandise

Brand/Agency Priorities	Talent Concerns	Compromise
<ul style="list-style-type: none">• Cementing right to create, manufacture and sell Merchandise.	<ul style="list-style-type: none">• Obtain strict and broad approval rights over use of Talent's Persona in connection with Merchandise;• Receive additional compensation for sale of merchandise (minimum guarantee as well as revenue share);• Adhere to any third-party obligations, including other endorsement agreements and/or exclusive manufacture and distribution agreements; and• Not compete with any of Talent's own brands	<p>During the Term, Brand will have the right, but not the obligation, to elect to create, manufacture and sell a limited run merchandise line (the "Merchandise")...</p>

Recap

- This is not one-size-fits-all
- Leverage is the name of the game
- The more we know...