

Tower Casting Policies (effective as of – 08/01/2018)

www.towercasting.com & www.app.castapple.com/TowerCasting Policies

Tower Casting (TC) hires background actors for paid work on behalf of their contracted production(s). As a registered background actor with Tower Casting, you are expected to abide by TC's terms and conditions as well as the production's policies (collectively "Policies") should they choose to enforce such conditions. Failure to comply with the policies; your employment relationship may be terminated at any time, for any reason or no reason, without cause and without notice, by either the employee or Tower Casting.

1. Definitions

Throughout this document contract the following words and expressions shall have the following definitions or meanings:

- a. Tower Casting henceforth shall be referred as TC
- b. TC also known as "we", "our".
- c. Actor, Background Actor, Talent henceforth also known as "you", "your".
- d. Service is any use of www.towercasting.com and/or www.app.castapple.com/actionbackground
- e. Client henceforth also known as "agency", "manager", "casting company", "production company", "advertising agency", or similar.
- f. Third Party also known as but not limited too; casting companies, production companies, advertising agencies, www (aka: World Wide Web), photographers, and similar.
- g. "Website" and/or "Site" henceforth also known as www.towercasting.com and/or www.app.castapple.com/actionbackground

2. Privacy

- a. TC website is for entertainment hire related purposes only. Any misuse of websites other than entertainment related hire is strictly prohibited.
- b. Talent is responsible for his or hers profile privacy. TC is not liable for misuse of talents profile, password, or content, including Third Party usage.
- c. TC and CAS only use the information and content you provide for entertainment casting and marketing purposes. This includes emailing your talent profile information to our productions, production staff, and studios for casting related background actor jobs.
 - Use or distribution of content or material for other than entertainment related hire is strictly prohibited.
 - Use, impression, or tampering of any member profile other than your own assigned TC profile is strictly prohibited.
 - Use, solicitation, involvement, or attempt to associate as or with TC and websites, without written permission from TC is strictly prohibited.

Minors under the age of 14 may not use the websites without parental or guardian supervision

PRIVACY ACT NOTICE: The Privacy Act Notice requires Tower Casting to notify you that we are authorized to collect this information by the Privacy Act. You do not have to provide the information requested. However, we cannot release information or records about you to another person or organization without your consent for release of information. Your records are confidential. We will release only records that you authorize, and only to persons or organizations who you authorize to receive that information. By entering your information you authorize Tower Casting and affiliates to use this information for entertainment casting and related purposes only.

Note: Tower Casting database uses SSL, Secure Sockets Layer, the standard security technology for establishing an encrypted link between a web server and a browser. This link ensures that all data passed between the web server and browsers remain private and integral.

3. Registration

By registering for work as a Background Actor, I authorize Tower Casting and CastApple Software (CAS) (TC casting software database provider) non-exclusive exclusive right of use, duplication, promotion, market, campaign, or similar of my talent profile content without limitation. By registering with TC you grant permission for TC and its partners, royalty free, without limitation right to use of content. TC and CAS will never sell or share your information to a third party.

4. Talent Profile Information & Content

When you register for background work with TC, you are required to enter accurate, current, and true size and profile information. All uploaded photographs, images, illustrations, video reels, clips, or any similar forms may be reviewed when uploading to such content to your profile to assure no unlawful material. Note: You are responsible for the content on your profile.

- No nude or pornographic content allowed on our websites.
- All minor's (child) profile photos must be clothed.
- No minor (child) profile photos in swimwear or similar
- No content (photos or information) containing obscene, racially or sexually offensive, threatening or abusive material.
- You agree not to submit, publish or display; on TC website, any defamatory, offensive or vulgar material or content.
- Providing false or inaccurate information on your talent profile can result in violation of our policies, possible termination, and legal action against you. If required, law enforcement will be notified.

4. Casting Background Actors

Tower Casting (TC) provides entertainment related production companies and major studios with Background Actors and/or Talent. Tower Casting hires people such as yourself, also known as "Background Actor(s)", for paid work in the entertainment and related industries (including but not limited to; Live Events, Films, Television Series, New Media, and related content). When you are hired for a project, we expect you to exercise the highest standards of professional and ethical conduct.

5. Harassment Policy

Tower Casting has adopted an entertainment industry wide policy that all talent performers and production crew work in an environment that is free of all forms of discriminatory harassment, including sexual harassment and harassment based upon race, color, religion, national origin, age, or any other characteristic protected by applicable state or federal law. Prohibited forms of discriminatory harassment include, but are not limited to, verbal, physical or visual harassment, unwelcome sexual advances, requests for sexual favors, remarks or jokes of a sexual nature, and other verbal or physical conduct of a sexual nature constitute sexual harassment. If such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive working environment, even where it leads to no tangible or economic job consequences. Employees who violate this policy are subject to discipline up to and including immediate termination from TC.

Background actors should promptly report all incidents of alleged discrimination or discriminatory harassment by co-workers, supervisors or nonemployees to Tower Casting, Attn: Tyler Fahringer or Christina Colucci at tc@towercasting.com. Tower Casting encourages all background actors to report any incidents of discrimination or harassment immediately. The law protects you from any retaliation for reporting or participating in the investigation of discrimination or discriminatory harassment.

6. Anti-Piracy & Confidentiality Policy

Tower Casting (TC) strives to safeguard its clients, studios, and production companies protected information.

As a background actor registered with Tower Casting, you are prohibited from sharing any casting call information either directly or digitally. When booked through Tower Casting, you are strictly prohibited from the use and possession of any recording device

including but not limited to audio, video, still camera or cellular phone camera while working on an TC project. While working on an TC project, all production client information viewed, read, or told verbally is strictly private and confidential. Some productions may require talent to sign an NDA directly in addition to these TC policies. All talent is required to abide by any production NDA policies.

Any violations of this Anti-Piracy & Confidentiality Policy will result in termination from Tower Casting and if necessary the appropriate government agency or law enforcement will be notified.

7. Scheduling

- a. TC talent members are required to confirm ASAP any audition or booking with TC via log-in, phone, text, or email.
- b. Failure to confirm an audition or booking can be treated as a cancellation and possible termination from TC indefinitely.
- c. Not showing up to a confirmed work call qualifies as immediate grounds for termination from TC indefinitely.
- d. TC will attempt to notify you of multiple day calls in advance whenever possible.
- e. Recalls require talent to return on specific date for matching filming on project. You must take a recall.
- f. Recalls announced or unannounced always take priority over any other booking.
- g. Failure to accept recall is treated as a cancellation and possible termination from TC indefinitely.
- h. Work call cancellations due to recall on another show, sickness, or unforeseen emergency are acceptable cancellations.
- i. All cancellations are tracked and proof of cancellation may be required.
- j. Under no circumstances other than those outlined above qualify as a justifiable cancellation.

8. Bookings

When you are booked for a job, you are required to follow all work call instructions provided by TC and any instruction the project provides on set. You will arrive on time, camera ready in proper attire, hair and makeup ready, with all coordinating accessories to all hired work calls. You are considered booked or hired for a job when an TC casting associate says you are booked. At that time information for the booking will be given or the casting director may release your information later. Talent whom contracted with "calling service" or similar agency, must confirm their booking information with their service/agency. TC is not responsible for service/agency errors on bookings or casting calls.

9. Consequence

As a registered Background Actor with TC, you are required to follow all policies, instructions, terms, and definitions. TC reserves the right to terminate any talent registration profile without prior notice based on initial policy violation information. Termination may result for any misconduct or violation of TC or production company policy and/or procedure for any of the following reasons, but not limited to:

- a. Falsification of identity or employment records, employment information or any legally required document.
- b. Negligence causing harm or intentionally causing harm to Tower Casting, production, and/or the employees of Tower Casting, Background Actors and/or Talent, production, or third parties.
- c. Harassing or discriminating based on (but not limited to) a person's age, race, color, religion, disability, medical condition, national origin, sex, gender identity, gender expression, or sexual orientation. Activities including verbal, visual, physical or sexual activities.
- d. Retaliating against anyone who reports or provides information in good faith about harassment or discrimination.
- e. The use of threatening or bullying behavior toward employees of Tower Casting, its parent company, Background Actors and/or Talent, or employees of production.
- f. Violating Tower Casting's Anti-Piracy & Confidentiality Policy. See Tower Casting's Anti-Piracy & Confidentiality Policy.

- g. Participating in criminal conduct at any time. Law enforcement will be notified if necessary.
- h. Accepting a booking or job and then failing to report to the job or extreme tardiness.
- i. Sending someone to work in replace of you to a set without TC or production approval.
- j. Working overtime without authorization.
- k. Recording work time or allowing falsification of any time record, either your own or another Background Actor time record.
- l. Leaving the job for any reason during your scheduled hours without proper permission
- m. Bringing any visitors or guests with you to your job without prior authorization
- n. Provoking, threatening or fighting while on the premises of a production or TC premises
- o. Sleeping on the job, avoiding doing work, or preventing others from performing their job.
- p. Asking actors for pictures or an actors autograph including taking pictures without permission. You may interact with the principal actor(s) if they approach you or if you are directed to do so by production.
- q. Failure or refusal to obey the reasonable work-related tasks or instructions of a supervisor or member of management either within TC or third party production staff.
- r. Violating Piracy Policy including the use of cell phone on set
- s. Reporting to work, work related event, or working, under the influence of (or in possession of) alcohol or illegal drugs
- t. Reporting to work, work related event, or working and carrying firearms or any other weapon(s) without prior approval. Prop guns or prop weapons must be cleared in advance and all directions followed by production safety measures.
- u. Theft, or damage, or destruction of any property of Tower Casting, another Background Actor and/or Talent or production, or any third party.
- v. Unauthorized use of either TC or production's equipment, time, materials, or facilities including surrounding premises while working without approval.
- w. Violation of any safety, health, security, including TC and production policy, rule or procedure.

9. Liabilities

TC, and clients are not liable for additional costs, fees, or similar for website use. As an TC member, you understand that it is your responsibility to protect your content with the use of website.

10. Copyrights

All website use of TC is copyright of TC, its partners and affiliates.

Any portions of website cannot be copied, duplicated, transferred, transmitted, shared, or sold without written permission from TC. Violation of website usage or contract will be subject to lawsuit.

11. Disclaimers

Use of TC website is at your own risk. TC disclaims any warranties of any kind as to the use and content of website. TC is not responsible for third party costs, fees, interruptions, or similar, including but not limited to, service, tech support, software, damages, repairs that may occur during the website usage.

12. Your Right to Cancel Registration

You may cancel your registration at any time. Notice of cancellation must be given by email and match the email address listed on your profile. Once deleted from the TC casting database, only booking information is retained. All other profile information is permanently removed from the TC casting database. To cancel your TC registration, email: tc@towercasting.com and use subject line: Remove Profile. Please allow up to (1) week for TC registration cancelation to take effect.