

TALENT AGREEMENT & RELEASE OF NAME & LIKENESS

FOR GOOD AND VALUABLE CONSIDERATION, Talent agrees as follows:

1. Use of Name and Likeness. (a) Talent hereby grants to Herbal Magic, Inc. and its subsidiaries, successors, and assigns including its franchisees ("Herbal Magic") the absolute right and permission to use in perpetuity Talent's name, likeness, photograph(s) [including both "before" and "after" photographs, namely photographs of Talent taken before starting the Herbal Magic Program and after having completed the Program], biography, voice, and any statements made by Talent (or statements in different words which have substantially the same meaning) whether said by Talent or written/scripted for Talent by Herbal Magic or not, including illusionary effects, distortions, editing, or any selective use made in whole or in part, as the case may be, of any of the foregoing either alone or accompanied by other material (all the foregoing being referred to as the "Subject Matter"), in any manner and in any media now or hereafter known including without limitation by means of still photography, newspaper advertising, magazine advertising, motion pictures, radio, radio advertising, television, television advertising, direct mail advertising, video, electronic mediums including electronic networks such as the "Internet", printing or merchandise, throughout the world, at any time, for the purpose of advertising and publicizing Herbal Magic's products or services and for any other lawful purpose. Talent waives all rights to inspect and approve the finished product, its use or such written or spoken copy as may be used in connection therewith.

(b) Talent acknowledges that any pictures or voice recordings taken of Talent by Herbal Magic and any pictures submitted by Talent and all other works incorporating any of the Subject Matter, are or will become the sole property of Herbal Magic and Talent hereby assigns to Herbal Magic any copyright therein that Talent may own and Talent hereby waives any moral rights that Talent may have therein. If Talent receives any print, negative, or other copy thereof, Talent shall not authorize its use by anyone else.

(c) Talent will not hold Herbal Magic responsible for any liability or alleged liability or claim resulting from the use of Talent's name, likeness, or photograph(s) or any of the Subject Matter in accordance with the terms hereof, including what might be deemed to be misrepresentation of Talent, Talent's character, or Talent's person due to distortion, optical illusion, or faulty reproduction that may occur in the finished product or for invasion of privacy, defamation, or appropriation of personality.

(d) Nothing in this Agreement will constitute any obligation on the part of Herbal Magic to make any use of any of the rights granted by Talent under this Agreement. I acknowledge and agree that for the rights being granted by me in this Release that I am to receive no residuals and that the total consideration for the granting of such rights by me is the opportunity to appear in any works created pursuant to the rights granted by me herein.

2. Confidentiality. Talent acknowledges that all knowledge, information and data not generally known or available publicly with respect to the business, operations and marketing of Herbal Magic's products and services that Talent may learn or discover, including but not limited to knowledge, information and data concerning the advertising and publicity program and related activities in which Talent may participate, is confidential information of Herbal Magic and Talent will not use or disclose such confidential information to any third party without the written consent of Herbal Magic.

3. No Conflicts or Competition. Talent warrants and represents that this Agreement does not in any way conflict with any existing commitment. Talent will not authorize or permit the use of Talent's name, voice photograph, and/or likeness or testimonial in connection with the advertising or promotion of any product or service competitive to or incompatible with Herbal Magic's products or services for two years after the date of this Agreement.

4. Independent Contractor. Talent acknowledges that he/she is an independent contractor of Herbal Magic, and is not an employee or agent for any purpose. Talent will be solely responsible for the payment of any taxes associated with compensation paid to Talent by Herbal Magic.

5. Testimonial. Talent represents that Talent has successfully participated in and endorses the Herbal Magic program.

By agreeing to the terms and conditions, Talent represents that he/she has read, understands and agrees to this Agreement, that Talent is of the age of majority in Talent's Province/Territory of residence, and that Talent has the full right and power to enter into this Agreement.