

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into as of the 19 day of April, 1999 by and between WORLD CHAMPIONSHIP WRESTLING, INC., a Georgia corporation located at One CNN Center, Box 105366, Atlanta, Georgia 30348 ("WCW"), and HARRISON NORRIS JR ("Trainee").

FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Services.

(a) Subject to the terms and conditions set forth in this Agreement, Trainee agrees to provide the following services as requested by WCW (the "Services") (i) appear and perform as a professional wrestler at events, including without limitation, live and taped television shows, pay-per-view telecasts, live arena shows and other promotional events, as requested by WCW ("Events"); (ii) cooperate with and assist in activities intended to publicize, advertise and promote the Events, WCW and WCW merchandise, including, but not limited to, on-sale ticket appearances, media interviews and other publicity appearances; (iii) develop his own, individual wrestling style and persona, with advice from WCW, that will be attractive to wrestling fans; (iv) provide all wardrobe, props and make-up necessary for his performance at any Event; provided, however, all such items shall be subject to approval by WCW prior to their use in an Event; and (v) perform such other services as may be reasonably requested by WCW. In addition to the foregoing, Trainee shall attend regular training sessions at the designated WCW work out

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facility and follow the instructions of the WCW trainers. Trainee agrees to use his best efforts to perform the Services in a professional manner consistent with the customs of the professional wrestling industry.

(b) In connection with Trainee's performance of the Services, Trainee grants WCW the following exclusive, paid-up, worldwide rights: (i) to arrange Trainee's performance or appearance at Events; (ii) to sell or distribute admission tickets for all Events; (iii) to create, publish, distribute, broadcast, photograph, film, tape or otherwise record (or authorize others to do so), in any and all available media, any or all of the Events or animated programs (any such creation or recording shall be referred to as a "Program"); and (iv) to use, exhibit and distribute, and to license others to use, exhibit and distribute, in perpetuity, any Program, or any part or segment of any Program, in any and all media and by any and all methods, whether now known or coming into existence hereafter, and, in connection therewith, to utilize and exploit the name, image, likeness, character, costume, props, ring name, voice, logo, service marks, trademarks, trade names, signature, gimmicks, routines, themes and caricatures and any and all other distinctive and identifying indicia as used by or associated with Trainee. The rights granted by this section shall be exclusive to WCW during the Term and for the period set forth in section 9(b), and shall be non-exclusive thereafter. Trainee expressly acknowledges and agrees that the rights granted to WCW in section 1(b)(iv) shall continue in effect after the expiration, nonrenewal or termination (for any reason) of this Agreement. WCW and Trainee acknowledge and agree that they have entered into that certain Merchandising Agreement of even date herewith with respect to certain specified merchandising activities.

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2. **Independent Contractor.** Trainee, in the performance of the Services agreed to in this document, is an independent contractor. In the performance of this Agreement, both WCW and Trainee shall be acting in their own separate capacities and not as agents, employees, partners, joint venturers or associates of one another. It is expressly understood and agreed that Trainee is not authorized to bind WCW to any liability or obligation or to represent that it has any such authority. Trainee is responsible for all of his expenses, including without limitation, medical expenses, health and welfare insurance, disability insurance, training expenses, props, wardrobe, make-up and other expenses necessary to perform the Services under this Agreement. Without limiting the generality of the foregoing, Trainee acknowledges that, as between WCW and Trainee, Trainee shall be solely responsible and liable for the payment of any and all withholding or other taxes levied, assessed or due as a result of the services which are performed by Trainee under this Agreement. Any and all travel incurred by Trainee in the performance of services hereunder shall be pursuant to WCW's Travel Policy, as amended by WCW from time to time.

3. **Compensation.**

(a) As full and complete compensation for the Services, WCW shall pay to Trainee, and Trainee shall accept, the payments described on Exhibit A, attached hereto and incorporated herein by reference.

(b) For general payment purposes, Trainee's compensation shall be payable in equal installments on a twice a month basis or based on such schedule as WCW may implement from time to time.

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4. **Ownership of Work Product.** All work product, themes, routines, characters, storylines, property, data, documentation or information or materials conceived, discovered, developed or created by Trainee pursuant to this Agreement including, without limitation, the Programs (collectively, the "Work Product") shall be owned exclusively by WCW. To the greatest extent possible, any Work Product shall be deemed to be a "work made for hire" (as defined in the Copyright Act, 17 U.S.C.A. §§ 101 ~~et seq.~~, as amended) and owned exclusively by WCW. Trainee hereby unconditionally and irrevocably transfers and assigns to WCW all right, title and interest in or to any Work Product, including, without limitation, all patents, copyrights, trade secrets, trademarks, service marks and other intellectual property rights therein. Trainee agrees that any ring name, nickname, persona, logo or character developed by him and/or WCW during the Term and used by him in connection with performance of the Services shall be part of the "Work Product," and shall be the exclusive property of WCW. WCW shall have the right to register any such name, nickname or logo as a trademark or service mark of WCW, to the extent WCW considers such registration to be permitted and appropriate under any applicable law. Without regard to any such registration, Trainee hereby covenants that he shall not use any such ring name, nickname, persona, logo or character developed during the Term for any purpose at any time, in perpetuity, without the express consent of WCW. Trainee agrees to execute and deliver to WCW any transfers, assignments, documents or other instruments which WCW may deem necessary or appropriate, from time to time, to vest complete title and ownership of any Work Product, and all associated intellectual property and other rights, exclusively in WCW. If such Work Product is not considered to be a "work made for hire," Trainee hereby

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assigns to WCW for One Dollar (\$1.00) in hand and other good and valuable consideration all rights, title and interest in and to the copyright thereof and all renewals and extensions thereof that may be secured under the laws of any country now or hereafter in force and effect. WCW shall have full, immediate and unrestricted access to all Work Product during the Term of this Agreement.

5. **Compliance with Laws, Rules and Regulations.** (a) Trainee agrees to comply with all applicable policies, rules, procedures and regulations adopted from time to time by WCW (including without limitation the WCW Independent Contractor Rules and Regulations and Travel Policy) and all other applicable federal, state and local laws, rules, regulations, or ordinances; (b) Trainee further agrees to abide by the terms and conditions of the WCW Substance Abuse Policy which Trainee agrees he has received and reviewed.

6. **Representations and Warranties.** Trainee hereby represents and warrants to WCW as follows: (a) Trainee has the full power, authority, ability and legal right to execute and deliver this Agreement and to perform his obligations hereunder; (b) Trainee has all legal rights, power, authority and ability to convey the Work Product to WCW; (c) this Agreement constitutes the legal, valid and fully binding obligation of Trainee and is enforceable in accordance with its terms; (d) the execution, delivery and performance of this Agreement have been consented to and authorized by all individuals or entities required to consent to and authorize the same, will not contravene any law, regulation, judgment or decree applicable to Trainee, and will not cause or result in a breach of or default under any other agreement, contract or understanding to which Trainee is a party; (e) there are no pending claims or litigation which would or might

interfere with the performance of Trainee's obligations or the enjoyment of WCW's rights under this Agreement; and (f) Trainee is not currently using, and during the term of this Agreement, shall not use, any illegal drugs, steroids or other substances prohibited by WCW.

7. **Indemnification.** Trainee agrees to indemnify, defend and hold harmless WCW, its directors, officers, and shareholders, and their respective agents, officers and employees, against any and all suits, damages, expenses (including, without limitation, court costs, attorneys' fees and allocable costs of in-house counsel), losses, liabilities and claims of any kind, caused by or resulting from any breach of this Agreement or by any other act or omission of Trainee whether the same may be the result of negligence, willful act, responsibility under strict liability standards, any other substandard conduct or otherwise.

Trainee shall at all times be responsible for any loss or damage to any WCW property by Trainee or while in the possession of Trainee, unless said damage occurs at the direct instruction of WCW as part of a storyline. The loss or damage thereto shall be restored at Trainee's expense.

8. **Term, Termination and Incapacity.**

(a) Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be as described in Exhibit A attached hereto and incorporated herein by reference.

(b) The term of this Agreement shall be divided into consecutive one (1) month periods. During any such period, WCW may terminate this Agreement with or without cause after giving Trainee at least fourteen (14) days prior written notice of such

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termination. Any such termination shall be effective at the end of the then-current three (3) month period.

(c) Trainee may terminate this Agreement upon the occurrence of any material breach of any provision hereof by WCW which remains uncured for a period of fifteen (15) consecutive days after Trainee has provided WCW with written notice of the breach.

(d) WCW may immediately terminate this Agreement upon the occurrence or at any time during the continuation of any material breach of any provision hereof by Trainee.

(e) WCW may terminate this Agreement or suspend Trainee without pay, for "Good Cause" by written notice setting forth the reason for such termination or suspension. For the purposes of this Agreement, the WCW shall have "Good Cause" for termination of Trainee's Agreement or suspension without pay (i) if Trainee is convicted of or pleads guilty to any felony or a crime involving theft, fraud, or moral turpitude; (ii) if Trainee intentionally violates any law, rule, regulation or order of any governmental authority, thereby exposing WCW, its parent, subsidiaries or any affiliated entity of the WCW to potential civil or criminal penalties; (iii) if Trainee fails to adequately or completely perform any of his duties or obligations hereunder, whether express or implied; (iv) if Trainee fails to follow the direction of WCW's officers; (v) if Trainee engages in conduct or activities involving moral turpitude materially damaging to the business or reputation of WCW; (vi) if Trainee violates the WCW Substance Abuse Policy; (vii) if Trainee otherwise breaches any provision or representation of this agreement; or (viii) if Trainee intentionally misappropriates for his own purpose and

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benefit any property of the WCW, its parent, subsidiaries or any affiliated entity of WCW or appropriates any corporate opportunity of WCW, its parent, subsidiaries or any affiliated entity of WCW. Trainee acknowledges that a waiver by WCW of its rights with respect to any provision of this paragraph in one instance will not be deemed to constitute a waiver of its rights with respect to the same or a similar breach thereafter.

(f) This Agreement shall terminate automatically upon the death or incapacity of Trainee.

(g) Trainee acknowledges his present eligibility for workers' compensation through WCW. For so long as WCW maintains worker's compensation coverage, Trainee agrees to accept the benefits provided by said workers' compensation coverage as his sole and exclusive remedy against WCW, (including its parent, affiliates, employees and agents), for any and all injuries sustained during the Term provided said coverage is maintained by WCW and is in effect with respect to such injury.

Notwithstanding anything herein to the contrary, WCW shall not be obligated to maintain workers' compensation coverage.

9. **Restrictive Covenants.**

(a) **Confidentiality.** "Confidential Information" shall mean any confidential, proprietary, business information or data belonging to or pertaining to WCW that does not constitute a "Trade Secret" (as defined under applicable law) and that is not generally known by or available through legal means to the public. In recognition of WCW's need to protect its legitimate business interests, Trainee hereby covenants and agrees that Trainee shall not, unless specifically directed by WCW, for any reason or in any fashion, either directly or indirectly use, disclose, transfer, assign, disseminate,

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reproduce, copy, or otherwise communicate any: Confidential Information, at all times during his contractual relationship with WCW and for a period of one (1) year following the termination thereof for any reason; and Trade Secrets, at all times such information remains a "trade secret" under applicable law. During the Term, Trainee shall: exercise his best efforts to ensure the continued confidentiality of all Trade Secrets and Confidential Information of WCW known by, disclosed to or made available to Trainee, whether in connection with this Agreement or any other past or present relationship with WCW; immediately notify WCW of any unauthorized disclosure or use of any Trade Secrets or Confidential Information of which Trainee becomes aware; and assist WCW, to the extent necessary, in the procurement of or any protection of WCW's rights to or in any of the Trade Secrets or Confidential Information.

(b) Noncompetition. During the Term and within the Territory of this Agreement, Trainee shall perform the Services exclusively for WCW and shall not, directly or indirectly, be employed by, perform services for, or engage or be connected in any manner with any other business entity without the express written consent of WCW. Trainee expressly covenants and agrees that for a period of one hundred and twenty (120) days after any termination or expiration of this Agreement, for any reason (the "Non-Compete Period"), he shall not provide those Services specifically delineated in sections 1(a)(i) and (ii) to any other individual, company or business in the United States, Canada and Japan. In addition, during the Non-Compete Period, Trainee shall not appear or perform in any media (including but not limited to broadcast, pay-per-view and cable television, video replay, telephone hot-line, radio, magazine and internet) in any manner or capacity relating to wrestling or any other related professional, entertainment or

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athletic event for or on behalf of Titan Sports, Inc. (WWF) or HHG Corporation (ECW) in the United States, Canada and Japan or for broadcast therein. Trainee acknowledges that the Non-Compete Period shall be increased to six (6) months in the event this Agreement is terminated for Good Cause pursuant to paragraph 8(d).

(c) Acknowledgment of Reasonableness. The parties expressly acknowledge the reasonableness and content of the covenants and agreements contained in this section.

10. Notices. All notices and statements provided for or required by this Agreement shall be in writing, and shall be delivered personally to the other designated party, or mailed by certified or registered mail, return receipt requested, or deposited with a recognized national overnight courier service. Notices shall be deemed effective on the earlier of when hand delivered, when deposited with a recognized national overnight courier service or when received by mail.

11. Miscellaneous.

(a) This Agreement, and the documents referenced herein, contain the entire agreement and understanding and shall supersede all prior agreements or understandings concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties. No waiver by either party of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or

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provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) This Agreement is the product of arm's-length negotiations between Trainee and WCW. Trainee expressly states that he has had the opportunity to seek and obtain consultation in connection with the negotiation and execution of this Agreement, and that he fully understands the rights and obligations set forth herein. In the construction and interpretation of this Agreement, no account shall be taken of which party requested or drafted any particular provision or provisions of this Agreement.

(c) Regardless of the place of execution hereof, this Agreement and all amendments hereto, shall be deemed to have been negotiated, made, entered into and fully performed in the State of Georgia, without regard to the actual location at which Trainee provides Services to WCW. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Georgia applicable to contracts made, entered into and performed entirely therein, without giving effect to its conflict of laws provisions. Trainee and WCW hereby (i) submit to the jurisdiction of the United States District Court for the Northern District of Georgia and of any Georgia state court sitting in Atlanta for the purposes of all legal proceedings arising out of or relating to this Agreement and (ii) irrevocably waive, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue of any such proceeding which is brought in such a court. Additionally, the parties hereto agree that the State of Georgia shall be the exclusive forum and situs for the resolution of any and all disputes, controversies or matters arising herefrom or related hereto. Trainee's Home Base is

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identified solely for travel purposes and shall not affect the choice of law, jurisdiction or venue hereunder.

(d) The parties further agree, notwithstanding the consideration provided for herein, that because of the special, unique and extraordinary nature of the Services hereunder and of the rights and licenses which are the subject matter of this Agreement, WCW shall be entitled to injunctive and other equitable relief to prevent any breach or default by Trainee hereunder, and such relief shall be without prejudice to any other rights or remedies of WCW as may be provided by law.

(e) WCW may hereby assign its rights and delegate its obligations under this Agreement, and if such assignee shall assume WCW's obligations in writing, WCW shall have no further obligations to Trainee. Trainee may not assign this Agreement, in whole or in part, without the prior written consent of WCW, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

(f) This Agreement shall be binding on Trainee and his successors and permitted assigns.

(g) Nothing herein shall be deemed to obligate WCW to use the services of Trainee and WCW shall have fully discharged its obligations hereunder by paying the amount specified herein.

(h) With respect to WCW's rights hereunder, WCW shall have the sole right and discretion to bring any and all claims including but not limited to infringement or unfair competition claims.

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(i) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(j) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(k) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

(l) Upon the request of WCW, Trainee agrees to take any and all actions, including, without limitation, the execution of certificates, documents or instruments, necessary or appropriate to give effect to the terms and conditions set forth in this Agreement.

(m) Notwithstanding any termination of this Agreement, all provisions which, by their terms or reasonable interpretation thereof, sets forth obligations that extend beyond the termination of this Agreement hereof shall survive and remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed or caused their duly  
authorized representatives to execute this Agreement to be effective as of the day and  
year first above written.

"TRAINEE"

"WCW"

Signature: Harrison N.S.

By: [Signature]

Printed Name: HARRISON Norris Jr.

Title: Director of Training

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**INDEPENDENT CONTRACTOR AGREEMENT**

**FOR:** HARRISON NORRIS JR

**EXHIBIT "A"**

**COMPENSATION:** In consideration of Trainee's grant of the rights, licenses and services hereunder, and provided Trainee faithfully and fully performs all of his obligations hereunder, WCW shall pay Trainee \$3,250.00 per month.

**TERM:** This Agreement shall commence as of the date first written above and shall continue for a Term of one (1) year. Thereafter, this Agreement shall automatically renew for two additional Terms of like duration at the same rate set out above, unless WCW shall serve written notice to Trainee at least thirty (30) days prior to the end of the Term of this Agreement of its decision to terminate this Agreement at the end of the Term. Reference herein to the Term hereof means the original term and any such renewal or extended term.

**HOME BASE:** Atlanta, GA

**ADDRESS:** 1028 Plantation Way

**SOCIAL SECURITY NUMBER:** \_\_\_\_\_

Harrison Norris Jr.  
TRAINEE

[Signature]  
WORLD CHAMPIONSHIP WRESTLING, INC.

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