



A SUBSIDIARY OF TURNER BROADCASTING SYSTEM, INC.  
ONE CNN CENTER, Box 105366, Atlanta, GA 30348-5366  
(404) 827-2066 Fax: (404) 827-2831

September 13, 1994

Kazuo "Sonny" Onoo  
825 South Taft Ave.  
Mason City, IA 50401

Dear Sonny:

This letter shall confirm the terms of this independent contractor agreement between you and World Championship Wrestling, Inc. ("WCW") regarding your services to WCW:

1. **SERVICES:** You shall serve as a consultant to WCW with regard to international business for Japan and Southeast Asia.
2. **TERM:** The term shall be from July 17, 1994 to July 16, 1995.
3. **TERRITORY:** The territory shall be Japan and Southeast Asia.
4. **COMPENSATION:** The compensation shall be \$30,000 base vs. commission for business you generate. The amount of the commission will be negotiated in good faith within 30 days.
5. **EXPENSES:** All expenses (i.e., travel, office, materials, etc.) shall be approved in advance in writing by Eric Bischoff.
6. **CONFIDENTIALITY:** You shall keep the terms of the agreement confidential and shall not disclose or discuss the terms with anyone other than your spouse, attorney/agent and accountant, who shall in turn agree not to disclose the terms.
7. **EXCLUSIVITY:** For the term of this agreement you shall not provide similar services to any other wrestling entity or person.



CONFIDENTIAL

WCW 000212

If the foregoing is in accordance with your understanding and agreement, please indicate your approval and acceptance hereof by signing in the space provided below and returning this letter to me.

Sincerely,



Robert W. Dhue  
Executive Vice President

AGREED TO AND ACCEPTED:



Kazuo "Sonny" Onoo

cc: Nick Lambros, Senior Counsel  
Eric Bischoff, Senior Vice President/Executive Producer

**CONFIDENTIAL**

WCW 000213

July 25, 1995

Kazuo "Sonny" Onoo  
825 South Taft Ave.  
Mason City, IA 50401

Dear Sonny:

This letter shall confirm the terms of the Independent Contractor Agreement between you and World Championship Wrestling, Inc. ("WCW") regarding your services to WCW:

1. SERVICES: You shall serve as a consultant to WCW with regard to international business for Japan and Southeast Asia. As of August 1, 1995, you will work out of the WCW Atlanta office and will continue to work out of such office until November 30, 1995. On or before November 30, 1995, the parties shall discuss and determine whether or not you will relocate to Atlanta (and continue to provide services out of the WCW office), or provide services from Mason City, Iowa.

2. TERM: The term shall be from June 1, 1995 to June 1, 1996.

3. TERRITORY: The territory shall be Japan and Southeast Asia.

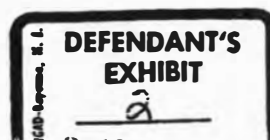
4. COMPENSATION: Your compensation shall be at the rate indicated below:

A. June 1, 1995 - July 31, 1995: \$50,000 per year

August 1, 1995 - November 30, 1995: \$75,000 per year

December 1, 1995 - May 31, 1996: To be agreed upon by the parties on or before December 1, 1995. It is currently anticipated that, in the event you provide services from Mason City, Iowa during this period, your compensation will be at the rate of \$50,000 per year.

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WCW 000214

B. You will be entitled to additional commissions as agreed in writing by the parties.

5. EXPENSES: All expenses (i.e., travel, office, materials, etc.) shall be approved in advance in writing by Eric Bischoff. Additionally, until December 1, 1995, you will receive from WCW one roundtrip ticket to Mason City per month.

6. CONFIDENTIALITY: You shall keep the terms of the agreement confidential and shall not disclose or discuss the terms with anyone other than your spouse, attorney/agent and accountant, who shall in turn agree not to disclose the terms.

7. EXCLUSIVITY: For the term of this agreement you shall not provide similar services to any other entity or person.

If the foregoing is in accordance with your understanding and agreement, please indicate your approval and acceptance hereof by signing in the space provided below and returning this letter to me.

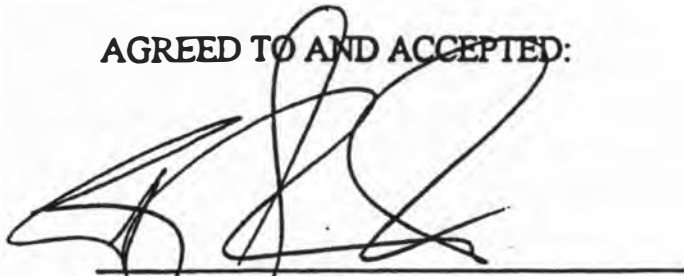
Sincerely,



Eric A. Bischoff

Senior Vice President/General Manager

AGREED TO AND ACCEPTED:



Kazuo "Sonny" Onoo

cc: Nick Lambros, V.P. Development and Administration

**CONFIDENTIAL**

WCW 000215

A SUBSIDIARY OF TURNER BROADCASTING SYSTEM, INC.  
ONE CNN CENTER, Box 105366, Atlanta, GA 30348-6366  
(404) 827-2066 Fax: (404) 827-2931

February 21, 1996

Mr. Kazuo "Sonny" Onoo  
825 South Taft Avenue  
Mason City, IA 50401

Dear Sonny:

This letter shall confirm the terms of the Independent Contractor Agreement between you and World Championship Wrestling, Inc. ("WCW") regarding your services to WCW:

1. **SERVICES:** You shall as a consultant to WCW with regard to international business for Japan and Southeast Asia. In addition, you shall serve, at WCW's direction, as an on-air or managerial talent. If so directed, you agree to sign WCW's standard talent Independent Contractor and Merchandise Agreements. Your home and base and office shall be in Mason City, IA.
2. **TERM:** The term shall be from December 25, 1995 to December 24, 1996.
3. **TERRITORY:** The territory for your consultant's work shall be Japan and Southeast Asia. The territory for your work as talent shall be the world.
4. **COMPENSATION:** Your compensation shall be \$50,000 per year for your consultant's work with a bonus to be negotiated for new revenue to WCW which you create. In addition, you shall receive a guaranteed \$25,000 per year based on 25 appearance days as talent ("pay or play") plus \$1000 per appearance day for each day over 25 appearance days. You shall also receive, if available, the use of a lap top computer with a modem for fax and e-mail.
5. **EXPENSES:** All expenses (ie, travel, office, materials, etc.) shall be approved in advance in writing by Eric Bischoff or Nick Lambros.
6. **CONFIDENTIALITY:** You shall keep the terms of this agreement confidential and shall not disclose or discuss them with anyone other than your spouse, attorney/agent and/or accountant who shall in turn agree not to disclose the terms.
7. **EXCLUSIVITY:** For the term of this agreement you shall not provide similar services to any other entity or person.



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WCW 000217

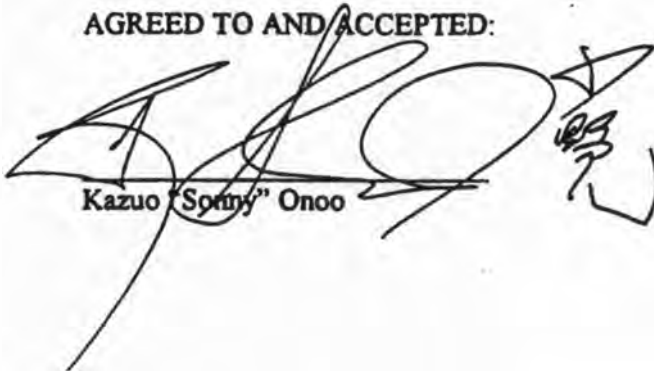
If the foregoing is in accordance with your understanding and agreement, please indicate your approval and acceptance hereof by signing in space provided below and returning this letter to me.

Sincerely,



Eric A. Bischoff  
Senior Vice President

AGREED TO AND ACCEPTED:



Kazuo "Sonny" Onoo

cc: Nick Lambros  
Don Edwards

**CONFIDENTIAL**

WCW 000218

December 25, 1997

Mr. Kazuo "Sonny" Onoo  
1 Twin Oak Lane  
Mason City, IA 50401

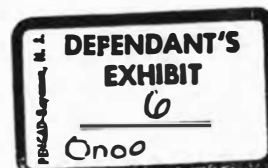
Dear Sonny:

This letter shall confirm the terms of the Independent Contractor Agreement between you and World Championship Wrestling, Inc. ("WCW") regarding your services to WCW:

1. **SERVICES:** You shall serve as a consultant to WCW with regard to international business for Japan and Southeast Asia. In addition, you shall serve, at WCW's direction, as on-air or managerial talent. You agree to sign WCW's standard talent Independent Contractor and Merchandise Agreements. Your home base and office shall be in Mason City, IA.
2. **TERM:** The term shall be from December 25, 1997 to December 24, 1998.
3. **TERRITORY:** The territory for your consultant's work shall be Japan and Southeast Asia. The territory for your work as talent shall be the world.
4. **COMPENSATION:** Your compensation shall be \$65,000 per year for your consultant's work with a bonus to be negotiated for new revenue to WCW which you create. In addition, you shall receive a guaranteed \$25,000 per year based on 25 appearance days as talent ("pay or play") plus \$1,000 per appearance day for each day over 25 appearance days. Further, you will be entitled to additional commission as agreed in writing by the parties. You shall also receive, if available, the use of a lap top computer with a modem for fax and e-mail.
5. **EXPENSES:** All expenses (i.e., travel, office, materials, etc.) shall be approved in advance in writing by Eric Bischoff or Nick Lambros.
6. **CONFIDENTIALITY:** You shall keep the terms of this agreement confidential and shall not disclose or discuss them with anyone other than your spouse, attorney/agent and/or accountant who shall in turn agree not to disclose the terms.

CONFIDENTIAL


WCW 000221



7. **EXCLUSIVITY:** For the term of this agreement you shall not provide similar services to any other wrestling entity or organization or other entity or organization which derives its primary income from activities which are in direct competition with WCW.

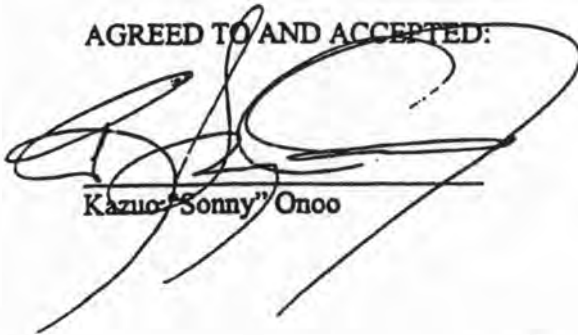
If the foregoing is in accordance with your understanding and agreement, please indicate your approval and acceptance hereof by signing in the space provided below and returning this letter to me.

Sincerely,



Nicholas Lambros  
Executive Vice President

AGREED TO AND ACCEPTED:



Kazuo "Sonny" Onoo

**CONFIDENTIAL**

**WCW 000222**



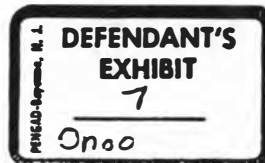
## INDEPENDENT CONTRACTOR AGREEMENT

**THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into as of the 15th day of January, 1999, by and between WORLD CHAMPIONSHIP WRESTLING, INC., a Georgia corporation located at One CNN Center, Box 105366, Atlanta, Georgia 30348 ("WCW"), and the undersigned Talent ("Talent").**

**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, Talent agrees to provide the following services as requested by WCW (the "Services") (i) appear and perform as a professional Talent 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 Events and WCW merchandise, including, but not limited to, on-sale ticket appearances, media interviews and other publicity appearances; (iii) develop his own, individual 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; (v) act as a consultant to WCW on international business matters in Japan and S.E. Asia; and (vi) perform such other services as may be reasonably requested by WCW. Talent agrees to use his best efforts to perform the Services in a professional manner.



**CONFIDENTIAL**

WCW 000229

(b) In connection with Talent's performance of the Services, Talent grants WCW the following exclusive, paid-up, worldwide rights: (i) to arrange Talent'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 Talent. 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. Talent 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 Talent acknowledge and agree that they have entered into that certain Merchandising Agreement of even date herewith with respect to certain specified merchandising activities.

2. **Independent Contractor.** Talent, in the performance of the Services agreed to in this document, is an independent contractor. In the performance of this Agreement, both WCW and Talent 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 Talent is not authorized to bind WCW to any liability or obligation or to represent that it has any such

**CONFIDENTIAL**

**WCW 000230**

authority. Talent 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, Talent acknowledges that, as between WCW and Talent, Talent 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 Talent under this Agreement. Any and all travel incurred by Talent 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 Talent, and Talent shall accept, the payments described on Exhibit A, attached hereto and incorporated herein by reference.

(b) Talent's compensation as outlined in Exhibit "A" shall be apportioned according to the following schedule:

Pay Per Views	40% of annual compensation
Televised Events (taped or live)	25% of annual compensation
Non-Televised House Shows	20% of annual compensation
Interviews, Photo Shoots and Personal Appearances	15% of annual compensation

In the event Talent fails to timely appear and perform as required by WCW, except by reason of Incapacity, WCW shall have the right to deduct pro-rata sums from Talent's compensation payments based on the foregoing apportionment divided by WCW's reasonable projection of Talent's number of annual appearances in each category. In the event Talent is unable to perform due to Incapacity as defined below, the terms of section (8) shall apply. This right of WCW shall

**CONFIDENTIAL**

be in addition to every other remedy now or later existing at law or in equity and shall not in any way interfere with any rights on the part of WCW to enjoin Talent from any violation of this Agreement or any part thereof. Notwithstanding any reduction or deduction of compensation payments pursuant to this section, all remaining terms and conditions of this Agreement shall continue in full force and effect, unless and until terminated pursuant to the terms of this Agreement.

(c) Notwithstanding the forgoing apportionment, for general payment purposes, Talent'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.

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 Talent 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. Talent 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. Talent 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.

**CONFIDENTIAL**

**WCW 000232**

Without regard to any such registration, Talent 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. Talent 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," Talent hereby 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) Talent 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) Talent further agrees to abide by the terms and conditions of the WCW Substance Abuse Policy which Talent agrees he has received and reviewed.

6. **Representations and Warranties.** Talent hereby represents and warrants to WCW as follows: (a) Talent has the full power, authority, ability and legal right to execute and deliver this Agreement and to perform his obligations hereunder; (b) Talent 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 Talent and is enforceable in accordance with its terms; (d) the execution, delivery and performance of this Agreement have

**CONFIDENTIAL**

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 Talent, and will not cause or result in a breach of or default under any other agreement, contract or understanding to which Talent is a party; (e) there are no pending claims or litigation which would or might interfere with the performance of Talent's obligations or the enjoyment of WCW's rights under this Agreement; and (f) Talent 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.** Talent 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 Talent whether the same may be the result of negligence, willful act, responsibility under strict liability standards, any other substandard conduct or otherwise.

Talent shall at all times be responsible for any loss or damage to any WCW property by Talent or while in the possession of Talent, unless said damage occurs at the direct instruction of WCW as part of a storyline. The loss or damage thereto shall be restored at Talent'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 two (2) consecutive one (1) year periods. During any such period, WCW may terminate this Agreement with or without

**CONFIDENTIAL**

cause after giving Talent at least one (1) month prior written notice of such termination. Any such termination shall be effective at the end of the then-current one (1) year period.

(c) Talent 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.

(d) WCW may terminate this Agreement or suspend Talent 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 Talent's Agreement or suspension without pay (i) if Talent is convicted of or pleads guilty to any felony or a crime involving theft, fraud, or moral turpitude; (ii) if Talent 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 Talent fails to adequately or completely perform any of his duties or obligations hereunder, whether express or implied; (iv) if Talent fails to follow the direction of WCW's officers; (v) if Talent engages in conduct or activities involving moral turpitude materially damaging to the business or reputation of WCW; (vi) if Talent violates the WCW Substance Abuse Policy; (vii) if Talent otherwise breaches any provision or representation of this agreement; or (viii) if Talent intentionally misappropriates for his own purpose and 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. Talent 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.

**CONFIDENTIAL**

**WCW 000235**

(e) This Agreement shall terminate automatically upon the death of Talent.

(f) In the event Talent is unable to perform all of the Services hereunder as a result of incapacity, WCW shall have the option at any point during which Talent remains incapacitated, to terminate this Agreement, without further obligation.

(g) Talent acknowledges his present eligibility for workers' compensation through WCW. For so long as WCW maintains worker's compensation coverage, Talent 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, Talent hereby covenants and agrees that Talent shall not, unless specifically directed by WCW, for any reason or in any fashion, either directly or indirectly use, disclose, transfer, assign, disseminate, 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, Talent

**CONFIDENTIAL**



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 Talent, 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 Talent 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, Talent shall perform the Services exclusively for WCW. Talent 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, Talent 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 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. Talent 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.

**CONFIDENTIAL**

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 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 Talent and WCW. Talent 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.

**CONFIDENTIAL**

(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 Talent 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. Talent hereby (i) submits 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 waives, 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. Talent's Home Base is 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 Talent 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 Talent. Talent 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 Talent and his successors and permitted assigns.

(g) Nothing herein shall be deemed to obligate WCW to use the services of Talent 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.

(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.

**CONFIDENTIAL**

(l) Upon the request of WCW, Talent 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.

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.

"TALENT"

Signature: 

Printed Name: K. S. Onwu

"WCW"

By: 

Title: President

**CONFIDENTIAL**

**WCW 000241**

**INDEPENDENT CONTRACTOR AGREEMENT**

**FOR: SONNY ONOO**

**EXHIBIT "A"**

**COMPENSATION:** In consideration of Talent's grant of the rights, licenses and services hereunder, and provided Talent faithfully and fully performs all of his obligations hereunder, WCW shall pay Talent One Hundred and Sixty Thousand Dollars (\$160,000) per year.

**TERM:** This Agreement shall commence as of January 15, 1999 and shall continue through January 14, 2001.

**INTERNATIONAL BUSINESS CONSULTING:** In performing his duties as a consultant to WCW on international business matters in Japan, Talent shall be responsible for seeking merchandise licensing deals on behalf of WCW. However, Talent shall not be allowed to pursue any merchandise licensing deals on behalf of WCW without first obtaining the written permission of WCW. Talent shall notify WCW's designated representative in a timely fashion of any potential merchandise licensing deals. In the event Talent has received WCW's written authorization to pursue a specific merchandise licensing deal, Talent shall have the authority to pursue the third party merchandise licensing deal for consideration by WCW. Talent shall not have the right to bind WCW or to knowingly allow any third party to believe that he has the authority to bind WCW. Acceptance or rejection of any deals shall be in the sole discretion of WCW. In the event WCW accepts a third party merchandise licensing deal presented by Talent and WCW executes a written agreement with the third party, Talent shall be entitled to a commission in an amount equal to ten (10%) of the net income received by WCW (less any other third party agency commissions including that of Leisure Concepts, Inc.) during the term of the third party written agreement, with a cap of Ten Thousand Dollars (\$10,000) per third party

**CONFIDENTIAL**

**WCW 000242**

agreement. Talent's commissions shall be limited to merchandise licensing deals and shall not include any talent exchange deals or television programming deals.

**HOME BASE:** Mason City, IA

**ADDRESS:** 1 Twin Oak Lane, Mason City, IA 50401



TALENT



WORLD CHAMPIONSHIP WRESTLING, INC.