

Risk Review

1. Data Control, Privacy & Sensitive Data Exposure

- **Key Clauses:** Section 2 (Production Schedule and Guidelines), Section 4 (Payment Terms), Section 6 (Ownership)
- **Analysis:** The agreement grants broad access and dissemination rights over narration files, including sharing with third parties. It provides no clear data deletion, retention, or audit provisions post-termination. There is a high risk of sensitive biometric (voice) data being re-used without effective consent or tracking, presenting major privacy and regulatory exposures (GDPR/CCPA, NIST SP 800-30, OWASP: Sensitive Data Exposure).
- **Severity:** High | **Likelihood:** High

2. Intellectual Property (IP) & Ownership

- **Key Clauses:** Section 6 (Ownership), Section 5 (Termination/Ownership transition)
- **Analysis:** The agreement makes the work “work for hire” and requires assignment of all rights. However, if any part doesn’t qualify, the narrator preemptively assigns title and waives rights. This could enable the indefinite, unconsented use of the narrator’s voice for AI training or derivative works, as emphasized by PRAC3 (Consent, Compensation, Accountability).
- **Severity:** High | **Likelihood:** High

Risk Scoring

Risk Category	Description	Severity (1-10)	Likelihood (1-10)	Overall Score	Mitigation Priority
Data/Voice Loss of Control	Producer/3rd party use, no deletion rights, broad sharing	10	9	90	Immediate
IP/AI/Derivative Use without Consent	All rights assigned; no use/copying limitations (incl. AI training, synthetic voice)	10	9	90	Immediate
Insufficient Consent & Transparency	No mechanism for informed, ongoing consent or transparency (audit rights, notification, opt-out)	9	8	72	Immediate
Payment/Compensation (Buyout)	Hourly only; no residuals or royalties	8	10	80	High
Liability/Indemnification	Broad narrator liability, limited recourse, potentially one-sided indemnities	9	7	63	Immediate
Unilateral Termination	Producer may terminate freely; minimal payment obligation, no post-termination controls	8	9	72	High
IC Classification/Tax	Potential misclassification, exposure to IRS/State actions, unclear on autonomy/tax duties	8	7	56	High
Assignment of Agreement	Producer may assign rights without notice; narrator blocked from assignment	6	6	36	Medium
Jurisdiction/Dispute Resolution	Fixed to NY courts, may be costly/inconvenient	5	4	20	Medium

Key Source References

- **NIST SP 800-30:** Data sensitivity, control, and risk quantification methodology.
- **OWASP Top 10:** Focus on third-party access, sensitive data exposure, weak access control.
- **PRAC3:** Hidden AI training, residual buyout, post-delivery risk, reputational impact.
- **Specific Clauses Referenced:** Sections 2, 4, 5, 6, 7, 8, 10, 11, 12, 13, Exhibit A.