

AGREEMENT

This Agreement (“Agreement”) is entered as of _____, 2015, by and between the undersigned (herein, “Owner”) and Tom Jourden, an individual with a business address at 639 North Parish Place; Burbank, CA 91506 and his successors, licensees and assigns (collectively, “Jourden”) in connection with Owner’s participation in Jourden’s web series currently entitled “The Pitch” (the “Program”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Program Appearance.

1.1. The parties agree that Owner and/or Owner’s product specified below (which for purposes hereof shall be deemed to include any pre-existing pitch materials relating to the Product that Owner provides for use in the Program) (the “Product”) shall appear on one episode of the Program (schedule and all other specifics to be determined upon execution hereof) in order to showcase Owner’s product specified below (the “Product”). The portion of the episode featuring Owner shall be referred to herein as the “Segment.” Owner understands that each episode may contain multiple segments with each segment showcasing a different product created by a third party. Owner agrees to execute the appearance release attached hereto as Exhibit A, simultaneous with Owner’s execution of this Agreement.

1.2. Owner agrees that Jourden and the Program personnel may tape and photograph Owner and record Owner’s voice during and in connection with Owner’s appearance on the Program. Jourden shall be the exclusive owner of the Program and the results of the taping, photography and recording of Owner (but for avoidance of doubt, no ownership is granted with respect to the Product or related materials), with the right, throughout the world, an unlimited number of times in perpetuity, to copyright, to use and to license others to use, in any manner, all or any portion thereof. Notwithstanding the foregoing, it is Jourden’s intent to utilize the Program solely for purposes of marketing and evaluating products and associated sales pitches. For purposes of clarity, Owner expressly waives any and all moral rights Owner may have in connection with the appearance.

1.3. Owner agrees that from the date of this Agreement until the Video is completed, or until the termination of the Exclusive Viewing Period (as defined below), if applicable, Owner shall refrain from pitching the Product to any third party in the direct response/infomercial industry. Owner represents and warrants that Owner has not received an offer from any third party in said industry regarding sales of the Product.

2. Marketing of Segment by Jourden.

2.1. Upon completion of the episode in which Owner appears, Jourden will edit the Segment into an independent video clip (the “Video”), which for avoidance of doubt may include not only footage from the Segment but also any Product-related content provided by Owner, regardless of whether such content was utilized in the Segment (“Owner Content”). If there is a company (or multiple companies) that is sponsoring the episode (e.g. a direct response marketer or a manufacturing company) (a “Sponsor Company”), Jourden shall provide said company with exclusive access to the Video for the first ten (10) to fourteen (14) days after completion of the Video (the “Exclusive Viewing Period”), who will have the first right of negotiation with respect to the Product. If the Sponsor Company is interested in the Product, Jourden will connect Owner and the Sponsor Company.

2.2. In the event that: (i) the Sponsor Company does not express interest during the Exclusive Viewing Period; (ii) Owner and the Sponsor Company do not reach agreement on basic terms regarding sales of the Product within a period of fifteen (15) business days after the end of the Exclusive Viewing Period; or (iii) there is no Sponsor Company for the episode, Jourden will (a) post a link to the Video on a dedicated YouTube channel and on the Program’s web site; (b) send the link to direct response marketing companies who have requested to be on the Program’s mailing list; and (c) provide the link to Owner for Owner’s use as permitted in Section 3 below.

3. Owner’s Usage Rights. Upon completion of the Video or after the Exclusive Viewing Period, if applicable, Owner shall have the non-exclusive right to utilize the Video in order to market the Product to

companies or to sell the Product directly (including, without limitation, on a web site controlled by Owner). Owner understands that Jourden solely owns the Video and that Owner may not use the Video except as expressly set forth in this Section 3. (For avoidance of doubt, Owner retains all rights to any Owner Content included in the Segment and/or Video, and any usage by Jourden of Owner Content outside of the Program, Segment or Video, and the marketing and promotion of the Program, will require Owner's prior written consent.)

4. Jourden Participation.

4.1. Owner agrees to immediately direct to Jourden all inquiries from parties who have watched the Video, and Owner acknowledges that said obligation is of the essence of this Agreement.

4.2. In the event that (i) Owner enters an agreement with the Sponsor Company or with any other party who viewed the Video (an "Applicable Agreement"); or (ii) the Video (or any portion thereof other than Owner Content) is used to sell the Product (including, but not limited to, on Owner's and/or the Product's web site), Jourden shall be entitled to a participation (the "Jourden Participation") as follows:

(a) fifteen percent (15%) of all gross proceeds received by Owner from the Sponsor Company or a marketer, distributor, investor or similar third party ("Third Party") under an Applicable Agreement, provided however that if the Applicable Agreement is a pure distribution arrangement where Owner is responsible for manufacturing the Product units, the Jourden Participation shall be calculated on the per unit amount paid by distributor to Owner less Owner's per unit manufacturing cost; and

(b) ten percent (10%) of gross proceeds received by Owner if Owner is selling the Product directly.

4.3. Without limiting the foregoing, should Owner use the Video in connection with any fundraising efforts (including via crowdfunding (e.g. Kickstarter or IndieGogo), Jourden shall be entitled to fifteen percent (15%) of all gross proceeds received from said fundraising.

4.4. Owner shall provide Jourden with a copy of each proposed Applicable Agreement upon Owner's receipt thereof, and Jourden shall have a reasonable opportunity to review and consult with Owner regarding the terms. Further, Owner shall use good faith efforts to contractually obligate a Sponsor Company or Third Party (collectively, "Payor") to pay the Jourden Participation directly to Jourden and to provide Jourden with a copy of all sales reports and/or accountings to which Owner is entitled, but in any case shall provide the Payor with a completed and signed letter of direction, utilizing the form attached hereto as Exhibit B (or such other form provided by the Payor, if applicable). In the event the Payor will not agree to pay Jourden directly, Owner shall remit the Jourden Participation to Jourden at the address set forth above (which Jourden may change by written notice to Owner, including via e-mail) within ten (10) days of receipt of proceeds from any Applicable Agreement, along with a copy of any sales report or accounting provided to Owner by the Payor. If Owner is selling directly, Owner shall remit the Jourden Participation within ten (10) days after the end of each calendar quarter, accompanied by a detailed sales report.

4.4. Jourden shall be entitled to inspect/audit Owner's pertinent financial records up to once annually for so long as the Product is being sold, and for one year thereafter. Such inspection/audit shall be at Jourden's expense unless any single underpayment of seven and one-half percent (7.5%) or more is revealed, in which case Owner shall reimburse Jourden for the reasonable and customary costs of such inspection/audit, including an auditor's fees. Jourden shall be provided with a copy of the results of any audit of a Payor conducted by Owner, and the Jourden Participation shall apply to any recovery achieved from such audit.

4.5. If there are sales of the Product conducted by Owner that Owner claims are not subject to the Jourden Participation, Owner agrees to, on Jourden's request, make a written representation and warranty that Owner did not utilize the Video in any manner to make such sales. If a third party is making Product sales that Owner claims are not subject to the Jourden Participation, then Owner agrees to, on Jourden's request, cause the third party to make a written representation and warranty that said third party did not see the Program or Video and therefore the decision to sell the Product was not in any way related to or based on the Program or Video.

5. Representations and Warranties. Each party hereto represents and warrants that (i) it has the full right and authority to enter into this Agreement and to perform the services and obligations set forth hereunder; (ii) it has not made or assumed and will not hereafter make or assume any commitment, agreement, grant or obligation that will or might conflict with its obligations hereunder. Owner further represents and warrants that Owner solely owns or controls all right, title and interest in and to the Product, and that the Product is wholly original with Owner (except for any elements in the public domain or otherwise unprotected by patent, copyright, trademark or similar laws) and does not violate any rights of any third party, and that no other party's consent is required for Owner to enter this Agreement.

6. Indemnification. Each party hereby agrees to indemnify and hold harmless the other party and its heirs, successors, licensees and assigns from and against any and all liabilities, claims, demands, charges, expenses and costs (including, without limitation, reasonable outside attorney's fees) arising out of or resulting from any breach by a party of any of the representations, warranties or agreements contained in this Agreement.

7. Release / Waiver of Injunctive Relief. Owner voluntarily assumes any and all risks, known or unknown, associated with Owner's appearance on the Program, including risks associated with exposing the Product to the public. Owner hereby waives any right of inspection or approval of the Segment and Owner's appearance in the Program, and agrees not to assert any claim of any nature whatsoever anyone relating to the exercise of the permissions granted hereunder. Owner voluntarily releases Jourden, all broadcasters and distributors of the Program, all production personnel and any Sponsor Company, and discharges, waives and relinquishes any and all actions or causes of action, claims, demands, liabilities (including, but not limited to, any claims relating to third parties making a similar product or infringing the Product or any elements thereof) resulting in any manner from Owner's participation in the Program, the posting and/or use of the Video, and Jourden's exploitation of any rights granted herein. Further, Owner understands and agrees that Owner shall not be entitled to seek any injunctive or equitable relief in connection with any breach or alleged breach of this Agreement by Jourden, and that Owner's only remedy in the event of a breach shall be to seek damages through arbitration (as set forth hereinbelow). Owner may not enjoin, restrain or interfere with the production, promotion, distribution, exhibition or exploitation of the Program or the rights granted to Jourden hereunder.

8. Governing Law/Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements entered and to be wholly performed therein. The parties shall arbitrate any dispute which may arise out of this Agreement before one (1) neutral arbitrator, mutually agreed upon, in Los Angeles County, California who shall identify a prevailing and non-prevailing party. The prevailing party shall be entitled to reimbursement of costs and reasonable outside attorneys' fees incurred in connection with such arbitration.

9. Assignment. With the exception of the assignment of the right to receive payments hereunder, Owner shall not have the right to transfer or assign its rights and obligations pursuant to this Agreement to any other person, corporation or entity without the prior written consent of Jourden, and any such purported assignment shall be null and void.

10. Miscellaneous. This Agreement sets forth the entire understanding of the parties regarding the subject matter hereof and replaces all prior agreements (whether written or oral) with regard thereto and may not be amended except by a written instrument signed by all parties. In the event that there is any conflict between any provision of this Agreement and any statute, law, regulation or applicable collective bargaining agreement, the latter shall prevail; provided, however, that in such event the provision of this Agreement so affected shall be curtailed and limited only to the minimum extent necessary to permit compliance, and no other provision shall be affected thereby, and all other provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

[signature page follows]

Tom Jourden

Date: _____

INVENTOR:

Signature

Date

Printed Name

E-mail

Address

Cell Phone #

Product Name and Description: _____

EXHIBIT A
Appearance Release

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I authorize Tom Jourden ("Producer") and his licensees, successors and assigns (collectively herein, "you") to make use of my appearance in connection with the program currently entitled "The Pitch with Tom Jourden" ("Program"), as more fully set forth below.

I acknowledge that the Program is simultaneously broadcast on the radio and streamed on the Internet. I agree that you may tape and photograph me, and record my voice, conversation and sounds, including any performance of any musical composition(s), during and in connection with my appearance and that you shall be the exclusive owner of the results and proceeds of such taping, photography and recording with the right, throughout the world, an unlimited number of times in perpetuity, to copyright, to use and to license others to use, in any manner, all or any portion thereof or of a reproduction thereof in connection with the Program or otherwise. For purposes of clarity, I expressly waive any and all moral rights I may have in connection with my appearance. I represent that any statements made by me during my appearance are true, to the best of my knowledge, and that neither they nor my appearance will violate or infringe upon the rights of any third party.

I further agree that you may use and license others to use my name, voice, likeness and any biographical material concerning me which I may provide, in the promotion, advertising, sale, publicizing and exploitation of the Program, derivative projects, and Program merchandising (for avoidance of doubt, Program merchandising does not include any featured product), throughout the world in any and all media now known or hereafter devised, an unlimited number of times in perpetuity. For avoidance of doubt, the rights granted hereunder include the right to distribute the Program via any and all media now known or hereafter devised, including without limitation, the radio, the Internet, mobile networks, all forms of television, home video, VOD/SVOD, and pay per view. However, you shall have no obligation to utilize my appearance or any of the rights granted hereunder.

I voluntarily assume any and all risks, known or unknown, associated with my appearance on the Program. I hereby agree to defend, indemnify and hold harmless Producer and its parent companies, subsidiaries, affiliates, successors, shareholders, directors, officers, agents, employees, licensees and assigns (collectively, "Indemnified Parties") from and against any causes of action, claims, demands, liabilities (including, but not limited to, personal injury and property damage), monetary judgments, expenses (including attorneys' fees) arising from or relating to a breach of my warranties, representations or obligations hereunder. I voluntarily release the Indemnified Parties from any and all claims resulting in any manner from my appearance, whether caused by negligence or otherwise.

I hereby waive any right of inspection or approval of my appearance or the uses to which such appearance may be put. I acknowledge that you will rely on this permission, potentially at substantial cost to you and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder. Further, I shall not be entitled to seek any injunctive or equitable relief in connection with any breach or alleged breach of this Release, and my only remedy in the event of a breach shall be to seek damages. I may not enjoin, restrain or interfere with (a) the production, promotion, distribution, exhibition or exploitation of the Program or (b) the sale or distribution of any products featured on the Program.

In the event that I receive any goods, services, cash prizes, or other valuable consideration by reason of my participation in the Program, I understand that I am responsible for paying all applicable taxes that may be imposed thereon, and I release and indemnify Producer from any liability therefor.

This Release shall be governed by and construed in accordance with the laws of the State of California applicable to agreements entered and to be wholly performed therein. Any controversy or claim arising out of or relating to this Release or the validity, construction or performance of this Agreement or the breach thereof, shall be resolved by binding arbitration conducted by JAMS. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any proceedings held pursuant to this section shall be conducted in Los Angeles, California.

This Release contains the full and complete understanding between the parties with respect to the subject matter herein, and shall supersede all other verbal or written agreements between the parties relating thereto. This Agreement may not be modified or amended except by written instrument executed by both parties.

ACCEPTED AND AGREED:

Printed Name

Signature

EXHIBIT B

LETTER OF DIRECTION

(to be provided by Owner to each Payor)

[see next page]

Date: _____

To Whom It May Concern:

Reference is hereby made to the agreement (“Agreement”) dated as of _____, 20__ entered by and between me and _____ (“Company”).

I hereby request that Company pay fifteen percent (15%) of all gross monies payable to me under the Agreement directly to Tom Jourden. Please remit each payment to Mr. Jourden at the following address, concurrently with your issuance of payment to me:

Tom Jourden
639 Parish Place
Burbank, CA 91506

Further, along with each payment, please remit to Mr. Jourden a copy of any and all sales reports and/or accountings that Company sends to me.

Your compliance with this letter of direction will constitute an accommodation to me, and you will have no liability whatever by reason of any erroneous payments hereunder or failure to comply herewith.

Thank you for your prompt attention to this matter.

Very truly yours,

_____ (signature)

_____ (printed name)