

## CONTRACT FOR SERVICE

This Agreement is made effective as of the date, of received electronic notification between Iron Knee Video and Entertainment further described as ("Producer"), and the payor, further describes as ("Client"). Electronic notification occurs with the Client sending notification of acceptance of this contract through the web page submission process, Producer sending verification of product request through purchase order, via email to the Client, and the Client submitting a final acceptance to the purchase order via return email.

The Producer hereby agrees to produce and deliver to Client the production of the media(s) and/or services as identified on their purchase order, and are subject to and in accordance with all terms, conditions, and specifications set forth herein.

Any additional media requests beyond the specifics of this contract, and that of the purchase order package must be addressed as an addendum to this contract.

### PROJECT

Producer and Client agree to the project length, and contract price as detailed in the purchased order. Project does not include a client requested subcontractor and/or third party editor or post producer. The contract must be paid in full or up to date as identified in the purchase order terms prior to the release of video for Client use. Client shall have two opportunities to request edits or changes prior to final completion and delivery of all media.

### QUALITY

It is the essence of this Agreement that all completed media and services supplied by Producer shall be of applicable production standards for standard media usage. Producer agrees that the media shall be of quality, artistically produced with direction, sound, art, animation, synchronization and other physical and aesthetic content as identified in this agreement.

#### 1. FURNISHING MATERIALS, SERVICES, & RELEASES

A. Client: Client shall supply product props, celebrity talent, creative guidance/supervision, and related clearances. Producer is not responsible for Editorial/Post Production subcontract.

B. Producer: Producer shall deliver scripts, storyboards, production notes, music, clearance agreement template, video HD 1080, photography (1920 x 1080) , voice over of the Producer's choosing, and the completed project media(s) pursuant to this Agreement.

#### 2. CHANGES IN SPECIFICATIONS

If at any time, Client desires to make any changes or variations from the script(s) or storyboard(s) in the Specified Media(s) or from any material or work in progress, and such changes result in additional costs to Producer, Producer agrees to notify the Client of the amount before any such additional costs are incurred and Producer shall proceed only after receiving approval (written or oral) from Authorized Representative, approval by Client shall be binding and incorporated into the terms of this Agreement.

Reimbursement for such additional costs shall be payable in accordance with the terms

of this Agreement for final payment.

### 3. OWNERSHIP

Except as otherwise provided herein, Producer owns all rights, title and interest in and to the media(s) which are the subject of this Agreement, including all copyrights therein as well as in and to all the exposed negatives, positives, out takes, and clips except for those video, picture file, and photograph provided by the Client.

Producer grants Client an exclusive, worldwide, sublicenseable, transferable, royalty free license to all final media produced during the course of the contracted work as long as payment(s) are current as identified in item 10 of the contract.

### 4. SECURITY/CONFIDENTIALITY

Producer understands that some information for said media(s) may be of a confidential and/or sensitive nature. Producer agrees, at Client's written request, to require, within reason, those engaged for the production to sign appropriate agreements not to discuss or disclose information about the product or the Specified Media(s) except as such disclosure may be necessary for Producer to produce media(s) in the usual and customary manner under this Agreement.

### 5. INDEPENDENT CONTRACTOR

It is understood that Producer's status under this Agreement is that of an independent contractor and that all persons engaged by Producer in performing its obligations shall not be deemed employees of Client.

### 6. PRODUCER WARRANTIES

Producer represents and warrants:

A. That Producer has full right to enter into this Agreement and to perform its obligations hereunder and will comply with all applicable Federal, State and Local Laws, ordinances and regulations and with all applicable union agreements to which Producer is a signatory.

B. That Producer will use reasonable efforts to obtain all licenses, consents and rights necessary and incident to the performance, reproduction and exhibition of the Specified Media(s) with respect to materials, elements and services provided by Producer.

### 7. CLIENT WARRANTIES

Contracting Client represents and warrants:

A. Client shall pay Producer prior to initiation of work by Producer as described in the purchase order. All talent union contracting forms in regards to specific requested talent by the Client (e.g. "Exhibit A's") and the filing thereof with various union offices, in connection with such talent, is the direct responsibility of the Client.

### 8. DELIVERY OF MATERIALS

Delivery of Media(s) shall mean delivery of the media files to the customer for media distribution by download service, and or instillation into a Producer's media distribution

system.

## 9. PRODUCER'S DISTRIBUTION SYSTEM

A producer's distribution system is a system that allows for the distribution of Client's media through systems owned, controlled, or sub-contracted by the producer. Any terms regarding equipment such as television, mounting of televisions, or other equipment shall be detailed in purchase order.

## 10. PAYMENT

Client understands that the specified terms of payment under this Agreement are based upon timely cash payments within 30 days. If Client chooses to defer paying any amount beyond the date on which it is due, Client may be charged at the Producer's discretion, as additional consideration, an amount equal to the current prime rate +2% (as charged by Producer's bank from time to time) on unpaid amounts until paid, compounded monthly. License of the media does not transfer until full payment is made to Producer. If payment(s) for continuous service is past 30 days due then all license rights are suspended until payments are made current.

## 10. INDEMNIFICATION

Producer agrees to indemnify, defend, and hold harmless Client and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses, arising out of the breach of any obligation, warranty or representation of Producer in this Agreement including rights of any media provided.

Contracting Client agrees to indemnify, defend, and hold harmless Producer and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses, arising out of the breach of any obligation, warranty or representation of Contracting Client in this Agreement including rights to any media provided.

## 11. TAX LIABILITY

Any sales tax, use tax, or other tax payable on production and delivery of Specified Media(s) to Client(s) (other than sales tax arising from Producer's purchases of materials or supplies in connection with the production) shall be the responsibility of Client who shall pay, defend and hold harmless Producer from payment of any such taxes.

## 12. ASSIGNMENT

This Agreement may not be assigned by either party without the written consent of the other.

## 13. CANCELLATION AND POSTPONEMENT

A cancellation or postponement is defined as a rescheduling of the production to a later specific date caused or directed by Client or a total cancellation of the project. There is a no refund policy. Once payment is made, money will not be returned for any reason.

## 15. PUBLICITY GUIDELINES

Until notified in writing by Client, Producer has a revocable license to use finished

media(s) for promotional purposes.

#### 16. DISPUTE RESOLUTION

The prevailing party in any legal action shall be entitled to attorney's fees, and costs in connection with the legal proceedings.

#### 17. ENTIRE AGREEMENT AND MODIFICATION

This Agreement and any Addenda attached hereto shall constitute the entire agreement between Producer and Client.

#### 18. CAPTIONS

Any captions used are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement or of any provision hereof.

#### 19. NO WAIVER

Failure of any party to this Agreement to exercise any rights shall not constitute a waiver of those rights.

#### 20. ENFORCEABILITY

If one or more of the provisions of this Agreement shall be held unenforceable, it shall not affect the enforceability of the other provisions.

#### 21. EQUAL OPPORTUNITY

In connection with its performance hereunder, Producer agrees not to discriminate against any employee or applicant because of race, religion, color, sex, national origin, age, disability, or any other factor protected by federal, state or local law.

#### 22. APPLICABLE LAW

This Agreement shall be interpreted, and governed by the local laws of the jurisdiction of Texas. Dates regarding acceptance of this agreement are per electronic submissions as identified in the beginning of this contract.

Iron Knee Video and Entertainment

PO Box 650, Pleasanton, Texas 78064