

FREELANCE VIDEOGRAPHER AGREEMENT

This FREELANCE VIDEOGRAPHER AGREEMENT (the “Agreement”) is entered into on the Effective Date (as hereinafter defined) by and between the freelance Videographer identified in the signature block below (“Videographer”) and TEN: The Enthusiast Network, LLC (“TEN”). All references to TEN in this Agreement, including the grant of rights, shall mean TEN: The Enthusiast Network, LLC and its parent companies, affiliates, and subsidiaries. The term “Effective Date” means the date on which the last signature is indorsed on this Agreement to make this Agreement legally binding against both parties.

1. Definitions

(a) “Confidential Information” means all information disclosed by a party to the other party, regardless of the form or medium of disclosure, falling within the following categories: (i) all information bearing a confidentiality, proprietary, or similar legend or otherwise designated as confidential by the disclosing party; (ii) all information disclosed under circumstances reasonably implying to the receiving party that such information should be treated as confidential; (iii) all information relating to all Projects; and/or (iv) the terms and conditions of this Agreement and all records required to be generated under this Agreement.

(b) “Intellectual Property Rights” means all rights arising or protectable under the patent, trademark, copyright, trade secret, or similar laws of the United States or any foreign nation.

(c) “Projects” means collectively any video production assignments, shoots, or projects in connection with which TEN has engaged Videographer to provide Services.

(d) “Services” means collectively all videotaping, videography, production, and other creative services rendered by Videographer for TEN or in connection with any Projects.

(e) “Video” means individually a videotape and/or video footage captured or shot by Videographer in connection with a single Project.

(f) “Videos” means collectively all videotape and video footage captured or shot by Videographer in the course of performing the Services.

2. Performance of Services

(a) TEN may engage Videographer from time to time to perform Services (including the creation of Videos) in connection with Projects. For all Services to be rendered by Videographer, Videographer and TEN’s point of contact shall agree via e-mail or otherwise on the following details with respect to each Project in connection with which Videographer will perform Services: (i) the nature of the Project; (ii) the deliverables to be produced by Videographer, including any Videos; (iii) the fee to be paid by TEN; (iv) the location of all production shoots; and (v) any applicable deadlines. Videographer understands and agrees that all e-mail communications and agreements reached with TEN’s point of contact shall be governed by this Agreement and in no event shall any e-mail communication, telephone communication, invoice, or purchase order amend or otherwise modify the terms of this Agreement.

(b) Videographer shall perform all Services in accordance with prevailing industry standards and all applicable laws.

3. Ownership of Videos. Videographer acknowledges that TEN is the exclusive owner of all Videos, including without limitation, all Intellectual Property Rights in or to the Videos or arising out of the Videos. Videographer understands and agrees that the Videos are intended to be a work made for hire under the United States Copyright Act and as such the Videos shall be owned exclusively and unconditionally by TEN from the inception of the Videos. In the event that the Videos does not qualify as a work made for hire under the United States Copyright Act, Videographer hereby assigns to TEN all right, title, and interest, including all copyrights related thereto, in and to the Videos. Videographer shall

have no rights in or to the Videos and/or any deliverables, works, footage, or assets created by Videographer in connection with the performance of the Services and shall not reproduce, distribute, use or exploit the foregoing.

4. Clearances and Music

(a) Videographer bears all responsibility for securing and paying all releases, consents, licenses, or authorizations (collectively "Releases") with respect to any models, talent, or other individuals whose likeness may be featured or depicted in the Videos. By submitting the Videos to TEN, Videographer represents and warrants that all necessary Releases have been paid for and secured and that Videographer will produce such Releases to TEN upon written request.

(b) To the extent that a Video may include or incorporate any music: (i) Videographer shall use only SmartSound music currently licensed by TEN; and (ii) Videographer shall not incorporate or embed any music not contained within TEN's SmartSound music license without the prior written consent of TEN's legal counsel, which may be withheld in TEN's discretion.

5. Indemnification. Videographer will indemnify and hold harmless TEN and its parents, affiliates, and subsidiaries and their respective directors, officers, members, managers, employees, successors and assigns from and against all claims, actions, liabilities, damages, costs and expenses (including without limitation reasonable attorneys' fees) of any kind arising out of: (a) Videographer's breach of any representation, warranty, obligation and/or other provision of this Agreement; and/or (b) Videographer's negligence and/or willful misconduct.

6. Videographer releases TEN, its affiliates, parents, subsidiaries, and advertisers and their respective directors, officers, shareholders, members, managers, employees and all others associated with the creation of the Program from any and all liability, injury, loss or damage of any kind arising out of or resulting from Videographer's performance of the Services and/or participation in the Projects.

7. Independent Contractor Status. The parties agree that Videographer is an independent contractor, and that neither Videographer, nor Videographer's employees or contract personnel are, or shall be deemed to be, employees of TEN. In its capacity as an independent contractor, Videographer represents and warrants the following: (a) Videographer has the right and does fully intend to perform services for third parties during the term of this Agreement; (b) Videographer has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed; (c) Videographer has the right to perform the services required by this Agreement at such times as Videographer may determine; (d) Videographer will use his/her own equipment in the performance of the services required by this Agreement; (e) the services required by this Agreement shall be performed by Videographer and TEN shall not hire, supervise, or pay any assistants to help Videographer; (f) Videographer shall not receive any training from TEN in the professional skills necessary to perform the services required by this Agreement; (g) Videographer shall not be required by TEN to devote full time to the performance of the services required by this Agreement; (h) TEN will not withhold FICA (Social Security and Medicare taxes) from Videographer's payments or make FICA payments on Videographer's behalf; (i) TEN will not make state or federal unemployment compensation contributions on Videographer's behalf, or withhold state or federal income tax from Videographer's payments; (j) neither Videographer nor Videographer's employees or contract personnel are eligible for any employee pension, health, vacation pay, sick pay, overtime, or other fringe benefits from TEN. The parties acknowledge and agree that TEN is entering into this Agreement in reliance on the representations made by the Videographer relative to its independent contractor status. Videographer shall pay all taxes incurred while performing services under this Agreement, including, but not limited to, federal, state and local income taxes, FICA taxes and, if Videographer is not a corporation, self-employment (Social Security) taxes. Videographer shall pay all taxes incurred while performing services under this Agreement, including, but not limited to, federal, state and local income taxes, FICA taxes and, if Videographer is not a corporation, self-employment (Social Security) taxes.

8. Term and Termination. The term of this Agreement shall commence on the Effective Date and this Agreement shall remain in full force and effect until terminated by either party. Either party may terminate this Agreement for convenience by giving thirty (30) days prior written notice to the other party; provided, however, that Videographer may not terminate this Agreement while a Project remains pending and Videographer has not completed Services in connection with such pending Project. Upon termination by either party, all of the rights granted by Videographer to TEN hereunder shall survive the termination of this Agreement.

9. Confidentiality. During the term of this Agreement and for three (3) years following the termination or expiration of this Agreement, Videographer agrees to maintain the confidentiality of all Confidential Information and shall not disclose any Confidential Information to a third party without the prior written consent of TEN.

10. Miscellaneous

(a) Governing Law. This Agreement shall be governed and interpreted and enforced in accordance with the laws of the State of California, excluding any choice of law or conflicts of laws principles or provisions thereof. Any claim or litigation arising out of or relating to this Agreement may be maintained only in courts physically located in Los Angeles County, California, and Videographer and TEN hereby consent to the personal jurisdiction of such courts. The commercial relationship between the Parties shall be solely governed by this Agreement as amplified by California law and no collateral rules, regulations, principles, or standards of any union, trade association, industry governing body, or similar organization shall apply to this Agreement or the commercial relationship between the Parties.

(b) Attorneys' Fees. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees incurred in the litigation.

(c) Assignment. TEN may assign this Agreement and the rights granted hereunder to a successor by name change, merger, reorganization, or acquisition.

(d) Final Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes any prior agreements.

(e) Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument. The Parties agree that copies of this Agreement (including copies of any signatures) that are reproduced or transmitted via portable document format (PDF) or electronically receipted fax transmissions will be equivalent to original documents.

(f) Modification. This Agreement may not be modified without the prior written consent of each party. No invoice, purchase order, or e-mail communication may modify the terms of this Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Freelance Videographer Agreement to be duly executed as of the dates written below.

TEN: THE ENTHUSIAST NETWORK, LLC

By: _____

Name: _____

Title: _____

Date: _____

VIDEOGRAPHER

By: _____

Name: _____

Date: _____