

WORK FOR HIRE AGREEMENT

This Work for Hire Agreement (this "Agreement") is made effective as of the date on the Order Form, as defined below, by and between recipient as listed in the Order Form, (the "Recipient"), and Jill Addison, Inc. (the "Contractor"). In this Agreement, the party who is contracting to receive the services shall be referred to as "Recipient", and the party who will be providing the services shall be referred to as "Contractor." Each is individually a "Party" and collectively, they are the "Parties".

1. DESCRIPTION OF SERVICES. As further described on the order form (the "Order Form") completed and authorized in conjunction with this Agreement, Contractor will provide the following services (collectively, the "Services"):

Whiteboard Video Production

The Contractor has the right of control over how the Contractor will perform the services.

2. PAYMENT FOR SERVICES. Recipient will pay compensation to Contractor for the Services in the amount as listed in the Order Form. This compensation shall be payable in accordance with the terms outlined in the Order Form.

No other fees and/or expenses will be paid to Contractor, unless such fees and/or expenses have been approved by Recipient in writing.

3. TERM/TERMINATION. This Agreement may be terminated within 5 days of Agreement execution by Recipient by providing written notice to Contractor. Contractor has the ability to terminate this Agreement "at will" at any time prior to Services delivery.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that Contractor is not an employee of the Recipient. Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

5. TITLE AND COPYRIGHT ASSIGNMENT.

(a) Contractor and the Recipient intend this to be a contract for services and each considers the products and results of the Services to be rendered by Contractor hereunder (the "Work") to be a work made for hire. Contractor acknowledges and agrees that the Work (and all rights therein including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the Recipient.

(b) If for any reason the Work or any part thereof would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign, and transfer to the Recipient, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all clauses of action, either in law or in equity for past, present, or

future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

(c) Recipient hereby understands and agrees that Sections 5 (a) and (b) above apply specifically and only to the specific rendering of the Services provided to Recipient. Recipients rendering may contain the same or substantially the same images (drawings, characters, scripts, etc.) that Contractor owns and uses or may use in other products and services and/or for other customers.

6. SUITABILITY FOR A PURPOSE. The Services, and any content obtained or accessed through the Services, including without limitation Third-Party Content, is provided “as is” without representations or warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, Contractor, its officers, directors, employees, subsidiaries, affiliates, suppliers, advertisers, and agents disclaim all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose or use, and all warranties relating to the adequacy, accuracy, timeliness or completeness of any information available through the Services, Contractor and its affiliates, suppliers, agents and sponsors do not warrant and accept no liability that Your use of the Services and any content contained. You assume total responsibility and risk for Your use of the Services and Your reliance thereon. No opinion, advice, or statement of Contractor or its affiliates, suppliers, agents, members, or visitors, whether made on the site or otherwise, shall create any warranty. Your use of the content contained therein, and materials provided therein are entirely at Your own risk. Contractor and its affiliates, agents and sponsors will not be liable for any informational errors, incompleteness, delays or any actions taken in reliance on information contained in the Services.

7. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Contractor will return to Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

8. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

9. ENTIRE AGREEMENT. This Agreement and the associated Order Form constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

10. WAIVER OF BREACH. The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

11. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

13. EFFECTIVE DATE. This Agreement is effective as of the date the Order Form is completed.