

**Multi Media Exposure, Inc**  
**PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** (the "Agreement"), is made as of the \_\_\_\_ day of \_\_\_\_, by and between \_\_\_\_\_ (jointly and severally, "CLIENT"), and Multi-Media Exposure, Inc. ("MME"), a New Jersey corporation having its principal place of business located at Plaza 202, Suite 110, 150 Morristown Road, Bernardsville, NJ 07924.

**WHERE AS**, the CLIENT desires to sell the following products \_\_\_\_\_ and other merchandise (the "Products") through MME to Buyer. For purposes of this Agreement, Buyer shall be defined as Home Shopping Network ("HSN"), HSN.com, and any other affiliates of HSN or its parent company worldwide.

**NOW THEREFORE**, in consideration, without limitation, of the mutual promises between, and the acts of, CLIENT and MME, the sufficiency of which is hereby stipulated, CLIENT and MME agree as follows:

1. CLIENT retains MME and MME accepts retention upon the terms and conditions set forth in this Agreement. MME shall introduce CLIENT and the Products to Buyer(s) or their personnel for the purpose of evaluating the Products for potential purchase and sale by Buyer.
2. MME shall have an exclusive right to sell such Products ("Exclusivity") through Buyers to whom it has introduced the CLIENT. This Exclusivity shall be construed in the broadest possible manner and shall continue until one of the following events occur: (a) the parties sign a writing specifically terminating this Agreement and/or modifying the Exclusivity under this Agreement and (b) MME files a certificate of dissolution and this Agreement is not assigned to any other entity within sixty (60) days thereafter. For purposes of this Agreement, a Bankruptcy or other insolvency filing shall not be construed as reflecting that MME has ceased to do business. In such event, the terms and conditions of this paragraph shall be subject to the determination of the Bankruptcy Court as to if and when the Exclusivity hereunder has been terminated.
3. In consideration of MME's efforts as set forth herein, CLIENT agrees to pay MME \_\_\_\_\_ ( %) of total Net Sales derived from the Products to or through any Buyer ("Commission"). Net Sales shall be defined herein as all purchases made and paid for by Buyer, subtracting only customer returns and any additional chargebacks from Home Shopping Network ("HSN").
4. MME's right to receive compensation as set forth herein shall apply to all sales of Products to or through Buyer, including both those initially introduced to Buyer and any subsequent Products sold by CLIENT to or through Buyer. Without limiting the foregoing, CLIENT shall undertake best efforts to ensure that no sales or indirect sales of the Products are conducted without MME's express written consent. Indirect sales shall mean any sales of the Product, whether in the first instance, the re-sale market or otherwise, to a BUYER for which a Commission is not due and owing under this Agreement.

5. CLIENT shall, in its sole discretion, determine the sales price ("Projected Sales Price") of the Products and will advise MME of the same. MME will then help to arrange and mediate negotiations between CLIENT and Buyer in which CLIENT shall seek to obtain a sales price ("Final Sales Price") that shall not be less than the Projected Sales Price. The Final Sales Price will be determined based upon the Projected Sales Price and negotiations conducted between the CLIENT and Buyer. CLIENT acknowledges and agrees that at no time shall MME be liable for the Final Sales Price.

6. MME shall receive all purchase orders from BUYER, shall issue all invoices to BUYER, and shall receive from BUYER all checks on behalf of CLIENT. All checks received on CLIENT's behalf by MME from BUYER shall be made out to CLIENT and shall be mailed to CLIENT by MME within one (1) week of receipt thereof. CLIENT shall make payment by check to MME of any amount due to MME pursuant to this Agreement, within fifteen (15) calendar days of CLIENT's receipt of payments to CLIENT delivered from MME in accordance with this paragraph. CLIENT shall hold, as a fiduciary, any and all monies owed to MME which it holds in the interim.

7. MME shall have right to inspect and audit CLIENT's books and records, and to make copies thereof, upon five (5) days' notice to CLIENT. The term "books and records" shall denote all financial records of any type whatsoever for the period that this Agreement is in force and thereafter. CLIENT shall have the right to inspect and audit MME's accounts receivable spreadsheets and receipts journal solely in regard to any business transactions conducted with a BUYER, upon five (5) days' notice to MME.

8. CLIENT and MME are independent contractors and nothing in this Agreement shall be interpreted so as to create a relationship between CLIENT and MME as a partner, joint venturer, or employee of the other. Neither CLIENT nor MME has the power or the authority to bind the other, contractually or otherwise. No third party may rely upon this agreement in any manner, nor be deemed a third party beneficiary with regard to it, unless a written undertaking is signed in that regard specifically naming the intended third party beneficiary.

9. CLIENT specifically acknowledges and agrees that MME's role hereunder is to serve as a broker between CLIENT and HSN. As such, MME shall not be liable for HSN's acts or omissions as they may apply to CLIENT; nor shall MME be liable for CLIENT's acts or omissions as they may apply to HSN. This restriction on liability specifically includes, without limitation, a failure by HSN to provide proper payment for any Product.

10. Nothing herein shall be interpreted to obligate MME to ensure payment to CLIENT from Buyer for any Products shipped, nor shall MME be held liable for any non-payment by, or other act or omission of, Buyer.

11. CLIENT hereby consents to allow MME to obtain the following with respect to the CLIENT and if an entity, any person affiliated with the entity that is signing below or in a separate addendum: (a) a criminal background check; (b) a credit check; (c) a judgment search; (d) a driving record search with the appropriate governmental motor vehicle department; (e) any other similar search or investigation that MME designates as advisable.

**12.** CLIENT agrees to indemnify, defend and hold MME harmless with respect to any and all claims, debt, liability, damages, costs or expenses, including actual legal fees and expenses, arising from any third party claim relating to (i) the engagement of any vendor introduced to MME or its customers by CLIENT; (ii) CLIENT's failure to comply with any applicable laws or regulations; (iii) any statement or misstatement contained in any documentation or materials provided by CLIENT; (iv) any breach by CLIENT of any of the terms or conditions hereof; (v) any negligent act or omission or willful misconduct on CLIENT's part; (vi) any damages caused in whole or in part by an act or omission on CLIENT's part, specifically including, although not limited to, any property or personal damage caused in or as a result of the manufacture and design of the Products; (vii) any act of fraud or dishonesty by CLIENT; or (viii) any act or omission which MME deems in its sole discretion might tend to undermine its reputation.

**13.** The CLIENT shall maintain strict secrecy with regard to any information, documents, data or other items that relate to the business and operation of MME, its related entities, directors, officers, shareholders, agents, attorneys, successors and assigns, as contemplated under this Agreement, including without limitation, customer lists. The sole exception shall be any information which is already known to the public.

**14.** MME may terminate this Agreement immediately, and without notice to the CLIENT, in the event of any of the following:

- (i) CLIENT materially breaches this Agreement
- (ii) CLIENT is charged with a crime;
- (iii) CLIENT commits an act or omission of moral turpitude, dishonesty or fraud or other similar act or omission;
- (iv) CLIENT commits any act or omission that might tend to harm MME or any Buyer's reputation, standing or credibility within the community(ies) in which it operates or with its customers or suppliers, as determined in MME's sole discretion;
- (v) CLIENT fails to remit timely payment in accordance with the terms of this Agreement; or
- (vi) MME determines, in its sole discretion, that it is in its beset interest to terminate this Agreement. In such event, the termination will be effective fourteen (14) days after sending written notice to CLIENT.

**15.** If this Agreement is terminated for any reason, MME shall perpetually continue to obtain its payment, as calculated hereunder, with regard to any transaction between the CLIENT and a BUYER with regard to Products. This shall apply both to transactions that occurred during the term of this Agreement, and those that were generated after it was terminated. This obligation

shall be perpetual and without limitation, so long as such payments are received and/or so long as CLIENT remains in business with any Buyer, irrespective of any hiatus.

**16. Dispute Resolution.** A party to this Agreement may not institute a suit at law or equity regarding any dispute, whether directly or indirectly related or collateral to this Agreement. All such claims or disputes, whether between or among the parties, shall be submitted to arbitration administered by an arbitrator.

However, notwithstanding the foregoing, either prior to, during or after the arbitration process, any party to this Agreement may institute a suit in equity for a temporary injunction preserving the status quo, to enjoin a breach or threatened breach of this Agreement and/or for other equitable relief (a) to compel the arbitration or further its purposes; and/or (b) to enforce a settlement or award of such arbitration.

**A. STATUTE OF LIMITATIONS, PUNITIVE DAMAGES AND NO-JURY TRIAL.** THE STATUTE OF LIMITATIONS WITH REGARD TO ANY PROCEEDING DIRECTLY OR INDIRECTLY RELATED TO (A) THE BREACH OF THIS AGREEMENT OR (B) THE UNDERLYING FACTS RELATING TO ANY WRONGFUL ACT OR OMISSION BY ONE PARTY WITH REGARD TO THE OTHER, SHALL BE LIMITED TO ONE YEAR FROM THE DATE OF OCCURRENCE OF THE BREACH, ACT OR OMISSION.

THE ARBITRATOR WILL HAVE NO AUTHORITY TO AWARD PUNITIVE, EXEMPLARY OR OTHER DAMAGES NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL DAMAGES, EXCEPT AS MAY BE REQUIRED BY STATUTE. IT IS HEREBY STIPULATED BY THE PARTIES HERETO THAT TRIAL BY JURY IS HEREBY SPECIFICALLY WAIVED AS TO ALL CLAIMS OR DEFENSES BETWEEN THE PARTIES.

**B. Arbitration Demand Procedure.** A claim or dispute by one of the parties to this Agreement may only be submitted to arbitration if the opposing party ("Opposing Party") is first served with a written demand for same. Such written demand shall be accompanied by a recommendation for a suggested arbitrator ("Suggested Arbitrator") and a certification setting forth any financial or attorney-client relationship with the Suggested Arbitrator. The fact that the Suggested Arbitrator may have arbitrated other cases for any of the parties need not be disclosed. If the Opposing Party objects to the Suggested Arbitrator, such objection must be set forth in writing and submitted to the party requesting arbitration ("Requesting Party") within five (5) days, or the objection shall be waived and the Suggested Arbitrator will be deemed appointed. The objection shall be accompanied by the Opposing Party's recommendation for an arbitrator and his certification of his relationship with same. The Requesting Party shall have five (5) days to submit his objection to the Opposing Party's recommendation. Thereafter, should the parties be unable to agree upon an arbitrator, the arbitrator shall be chosen by a determination of a court of competent jurisdiction.

**C. Conference, Discovery and Motions.** The arbitrator shall conduct an initial telephone or in-person conference, to discuss arbitration procedure, within ten (10) days of

the arbitrator's appointment. Both parties shall submit and serve on the other party arbitration statements no later than two (2) days prior to the conference.

The parties shall have the following procedures available to them, in any order or all at once, with regard to the arbitration they may each serve up to: thirty (30) interrogatories; (ii) twenty (20) document requests; (iii) thirty (30) requests for admissions; each of which shall be answered within ten (10) days. Additionally, each party may: (iv) take up to five (5) depositions, which may be scheduled upon ten (10) days notice, as to which all parties shall cooperate in producing and locating witnesses (third-party witness attendance may be compelled by issuance of a subpoena); (v) serve a summary judgment motion(s) or motion(s) to dismiss on the basis that the matter should be disposed of in whole or in part as a matter of law; and (vi) serve a motion (s) to dismiss or suppress based upon a failure to respond to discovery.

**D. Determination, Award and Costs.** The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including, without limitation, specific performance of any obligation created under this Agreement, or the issuance of injunctive relief. The award rendered by the arbitrator in any arbitration under this Agreement is final and binding on the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. The arbitration award may be appealed to a court of competent jurisdiction solely on the basis that the award was arbitrary or capricious. Each party shall initially bear its own costs, expenses and administrative fees and an equal share of the arbitrator's fees until such time, if at all, a party is awarded its costs, expenses and fees by the arbitrator. If a party or his attorney does not appear at the arbitration hearing the arbitrator shall strike its claims and/or suppress its defenses and conduct a proof hearing. Neither party to the arbitration nor the arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all parties to this Agreement. The party who is determined by the arbitrator to have breached this Agreement or otherwise engaged in a wrongful act or omission as relates to the other party, shall pay the non-breaching party's reasonable attorneys fees and costs.

**17. Jurisdiction.** The parties agree that this Agreement is made and delivered in, and shall be governed by and construed in accordance with the laws of the State of New Jersey (without giving effect to principles of conflicts of laws of the State of New Jersey or any other state). Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Superior Court of the State of New Jersey or, if jurisdiction exists, at the option of either party, to the jurisdiction of the United States District Court for the District of New Jersey (with regard to the limited matters specifically reserved above for determination by a court), for any action, proceeding or investigation in any court or before any governmental authority (a "Litigation") for actions to compel the arbitration and actions to enforce its award, arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any Litigation relating thereto except in such courts).

Each of the parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any Litigation arising out of this Agreement or the transactions contemplated hereby in the Superior Court of New Jersey in Essex County or, if jurisdiction exists, at the option of either party, to the jurisdiction of the United States District Court for the District of New Jersey, in the Newark Vicinage, and hereby further irrevocably and

unconditionally waives and agrees not to plead or claim in any such court that any such Litigation brought in any such court has been brought in an inconvenient forum.

In addition, the parties submit to the jurisdiction of the arbitrators selected in accordance with the provisions of this Agreement for the conduct in the State of New Jersey of arbitration under this Agreement, with such arbitration to be conducted in Essex County ("County") or, in the event that there is no office in the County, in either the arbitrator's office or that of either party's counsel, whichever is closest to the County. The arbitration award may be appealed to a court of competent jurisdiction solely on the basis that the award was arbitrary or capricious.

**18.** The parties each acknowledge having read this Agreement carefully, that they understand all of its terms, that all agreements between MME and CLIENT relating to the subjects covered in this Agreement are contained in it, and that the parties have entered into this Agreement voluntarily and not in reliance upon any promises or representations other than those contained in this Agreement itself. The parties further acknowledge having had the opportunity to review and discuss this Agreement with private independent legal counsel of their choosing, if they wished to do so, and they believe after reading the Agreement thoroughly that it is in their best interest to enter into it. MME and CLIENT therefore stipulate that this is not a contract of adhesion. They further stipulate that no presumption shall apply to construe any ambiguities against the Agreement's drafter.

**19. Attorney's Fees.** In the event that this Agreement is breached, the breaching party shall pay the actual legal fees and costs relating to any legal services of the other's attorneys, whether or not resulting in institution of proceedings, directly or indirectly relating to the enforcement of the terms and provisions of this Agreement, including, without limitation, both actual pre-judgment and post-judgment attorney's fees and costs and attorney's fees and costs of settlement if no proceeding is instituted. Further, such reimbursement shall also include any such fees and costs incurred after the conclusion of such a proceeding in which a judgment or other disposition is rendered in post-judgment or post-disposition collection efforts. As set forth above, this determination shall be made by the arbitrator or mediator picked by the parties.

**20. Miscellaneous.**

**A.** This Agreement constitutes the entire agreement between CLIENT and MME as to the issues discussed in it. This Agreement supersedes all prior oral or written agreements or representations concerning its subject matter and is intended as a complete and exclusive statement of the Agreement between the parties. The terms of this Agreement shall not be changed, modified or amended unless formalized in a signed writing executed by both MME and CLIENT.

**B.** This Agreement shall require that any and all notices which either party is required or may desire under this Agreement to give to the other shall be in writing and is deemed to be received by addressee three (3) days after being sent by ordinary mail, postage prepaid, addressed to the receiving party at the address first above written or the next day if sent

by overnight mail with a common carrier or the same day if sent by hand delivery or facsimile transmission with confirmation of receipt.

**C.** No failure by either party to enforce any term, provision or condition of this Agreement, including the breach or default thereof, by conduct or otherwise, in one or more instances shall be deemed a waiver.

**D.** If any provision of this Agreement is held to be invalid or unenforceable, the other provisions of this Agreement shall not be affected by it but shall be applied as if the invalid or unenforceable provision had not been included in this Agreement.

**E.** The preambles set forth above are incorporated herein and made a part of this Agreement.

**F.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, personal representatives, executors, administrators, agents, employees, related entities, successors and assigns. The person signing below on behalf of an entity hereby makes the material representation upon which he wishes the other party to rely that he is authorized to bind the entity he represents to its terms.

**G.** CLIENT represents and warrants that it will have any Spokesperson or Performer execute the Letter Agreement attached hereto as Schedule A and forward it to MME for receipt prior to such an appearance. Such Spokesperson shall not perform services unless and until MME consents by signing that Letter Agreement, which it may decline to do in its sole discretion. In the event that the Spokesperson violates that Agreement, MME may withdraw its consent.

**H.** This Agreement may be freely assigned by MME, its agents, successors and assigns. It may not be assigned by the CLIENT, and any such attempted assignment shall be null and void.

**I.** Each person and entity that is defined above as the CLIENT shall be jointly and severally liable hereunder. It shall not be a condition of enforcement of this Agreement that efforts to enforce it be undertaken as to one of them prior to the other.

**J.** Nothing in this Agreement should be relied upon by any third parties

**21. Representations.** CLIENT hereby makes the following representations upon which it requests that MME reasonably rely, each of which shall be deemed a material term of this Agreement:

- A.** If the CLIENT is an entity, it is duly formed, validly existing and in good standing and has the requisite power and authority to execute, deliver and perform the duties and obligations contemplated by this Agreement;
- B.** Each individual or entity, constituting the CLIENT, as defined herein, has the requisite power and authority to execute, deliver and perform this Agreement;
- C.** All consents, licenses, permits, approvals and authorizations of any individual or entity required to be obtained by the CLIENT in connection with the marketing or advertising of the Products have been obtained and the CLIENT has complied in all material respects with all applicable intellectual property rights and provisions of law with relation to any marketing and advertising by the Client with any individual or entity in connection with the Products.
- D.** In the event that the CLIENT utilizes a person (“Performer”) in connection with the activities hereunder, the attorney represents that the Performer is not an imposter and CLIENT has obtained all necessary consents, licenses, permits, approvals and authorizations in connection with such activities. Further, there are no other individuals or entities who have the legal right to prevent the CLIENT’s provision of Products to a Buyer, as anticipated by this Agreement
- E.** The CLIENT has no constructive or actual knowledge of any lawsuit, alternate dispute resolution proceeding or investigation pending or threatened against or affecting the CLIENT which has not been fully disclosed to MME.
- F.** The CLIENT will perform its obligations under this Agreement in compliance with applicable laws and without infringing upon the rights on any other individual or entity.
- G.** The CLIENT will not engage in any acts of illegality or dishonesty in its performance of this Agreement.
- H.** The CLIENT is aware that MME will reasonably rely upon these representations which are being made for that purpose.

In the event that CLIENT has made a misrepresentation, either by commission or omission, with regard to any of the above representations, MME may, at its option and at any time thereafter, rescind this Agreement by providing written notice to CLIENT.

**IN WITNESS WHEREOF**, the parties hereto agree to the terms of this Agreement as of the date set forth above:



Accepted and Agreed to:

CLIENT:

\_\_\_\_\_  
(Name of Company)

By:\_\_\_\_\_

Name:

Title:

Date:

Multi Media Exposure, Inc.

By:\_\_\_\_\_

Name:

Title:

Date:

SCHEDULE A

**Multi Media Exposure Inc**

Dear \_\_\_\_\_ :

Multi-Media Exposure, Inc. ("MME"), a New Jersey corporation having its principal place of business located at Plaza 202, Suite 110, 150 Morristown Road, Bernardsville, NJ 07924, has approved your retention as a spokesperson ("Spokesperson") with regard to the \_\_\_\_\_ [FILL IN PRODUCTS] ("PRODUCTS") for the following person or entity \_\_\_\_\_ [FILL IN THE NAME OF MME'S CLIENT] ("CLIENT") under the following terms and conditions ("Agreement"):

1. **EXCLUSIVITY**. Spokesperson acknowledges that MME has an exclusive right to sell all PRODUCTS ("Exclusivity") through Buyers to whom it has introduced the CLIENT. This Exclusivity shall be construed in the broadest possible manner and shall be deemed to continue until the Spokesperson is advised in writing by MME that its agreement with the CLIENT has been terminated. Spokesperson shall use best efforts to ensure that it undertakes all acts within its power to preserve that Exclusivity and in all respects, Spokesperson will not do anything or omit to do anything that would undermine that Exclusivity.
2. **SPOKESPERSON'S ACTS**. The Spokesperson will at all times comport himself in a manner that will not tend to bring disrepute to either CLIENT or MME, constitute a crime (whether or not a crime is charged), fraud, theft or other act of dishonesty, nor otherwise violate community standards, as determined by MME in its sole discretion. Further, Spokesperson will make no communications, nor undertake any acts, that will undermine the advisability of purchasing the PRODUCTS. This will apply to both the Spokesperson's on-air and off-air activities. Spokesperson hereby represents that it has committed no such act in the past and will not do so during the pendency of this Agreement.
3. **BACKGROUND CHECK**. Spokesperson hereby consents to allow MME to obtain the following with respect to the Spokesperson: (a) a criminal background check; (b) a credit check; (c) a judgment search; (d) a driving record search with the appropriate governmental motor vehicle department; (e) any other similar search or investigation that MME designates as advisable.
4. **INDEMNIFICATION**. Spokesperson agrees to indemnify, defend and hold MME harmless with respect to any and all claims, debt, liability, damages, costs or expenses, including actual legal fees and expenses, arising from any third party claim

relating to a breach by it of this Agreement or any other act or omission by the Spokesperson relating to the services and obligations contemplated under this Agreement.

5. **CONFIDENTIALITY**. The Spokesperson shall maintain strict secrecy with regard to any information, documents, data or other items that relate to the business and operation of MME, its related entities, directors, officers, shareholders, agents, attorneys, successors and assigns, as contemplated under this Agreement, including without limitation, customer lists. The sole exception shall be any information which is already known to the public.

6. **DISPUTE RESOLUTION**. A party to this Agreement may not institute a suit at law or equity regarding any dispute, whether directly or indirectly related or collateral to this Agreement. All such claims or disputes, whether between or among the parties, shall be submitted to arbitration administered by an arbitrator.

However, notwithstanding the foregoing, either prior to, during or after the arbitration process, any party to this Agreement may institute a suit in equity for a temporary injunction preserving the status quo, to enjoin a breach or threatened breach of this Agreement and/or for other equitable relief (a) to compel the arbitration or further its purposes; and/or (b) to enforce a settlement or award of such arbitration.

**STATUTE OF LIMITATIONS, PUNITIVE DAMAGES AND NO-JURY TRIAL. THE STATUTE OF LIMITATIONS WITH REGARD TO ANY PROCEEDING DIRECTLY OR INDIRECTLY RELATED TO (A) THE BREACH OF THIS AGREEMENT OR (B) THE UNDERLYING FACTS RELATING TO ANY WRONGFUL ACT OR OMISSION BY ONE PARTY WITH REGARD TO THE OTHER, SHALL BE LIMITED TO ONE YEAR FROM THE DATE OF OCCURRENCE OF THE BREACH, ACT OR OMISSION. THE ARBITRATOR WILL HAVE NO AUTHORITY TO AWARD PUNITIVE, EXEMPLARY OR OTHER DAMAGES NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL DAMAGES, EXCEPT AS MAY BE REQUIRED BY STATUTE. IT IS HEREBY STIPULATED BY THE PARTIES HERETO THAT TRIAL BY JURY IS HEREBY SPECIFICALLY WAIVED AS TO ALL CLAIMS OR DEFENSES BETWEEN THE PARTIES.**

**Arbitration Demand Procedure**. A claim or dispute by one of the parties to this Agreement may only be submitted to arbitration if the opposing party ("Opposing Party") is first served with a written demand for same. Such written demand shall be accompanied by a recommendation for a suggested arbitrator ("Suggested Arbitrator") and a certification setting forth any financial or attorney-client relationship with the Suggested Arbitrator. The fact that the Suggested Arbitrator may have arbitrated other cases for any of the parties need not be disclosed. If the Opposing Party objects to the Suggested Arbitrator, such objection must be set forth in writing and submitted to the party requesting arbitration ("Requesting Party") within five (5) days, or the objection shall be waived and the Suggested Arbitrator will be deemed appointed. The objection shall be accompanied by the Opposing Party's recommendation for an arbitrator and his certification of his relationship with same. The Requesting Party shall have five (5) days

to submit his objection to the Opposing Party's recommendation. Thereafter, should the parties be unable to agree upon an arbitrator, the arbitrator shall be chosen by a determination of a court of competent jurisdiction.

**Conference, Discovery and Motions.** The arbitrator shall conduct an initial telephone or in-person conference, to discuss arbitration procedure, within ten (10) days of the arbitrator's appointment. Both parties shall submit and serve on the other party arbitration statements no later than two (2) days prior to the conference.

The parties shall have the following procedures available to them, in any order or all at once, with regard to the arbitration they may each serve up to: thirty (30) interrogatories; (ii) twenty (20) document requests; (iii) thirty (30) requests for admissions; each of which shall be answered within ten (10) days. Additionally, each party may: (iv) take up to five (5) depositions, which may be scheduled upon ten (10) days notice, as to which all parties shall cooperate in producing and locating witnesses (third-party witness attendance may be compelled by issuance of a subpoena); (v) serve a summary judgment motion(s) or motion(s) to dismiss on the basis that the matter should be disposed of in whole or in part as a matter of law; and (vi) serve a motion(s) to dismiss or suppress based upon a failure to respond to discovery.

**Determination, Award and Costs.** The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including, without limitation, specific performance of any obligation created under this Agreement, or the issuance of injunctive relief. The award rendered by the arbitrator in any arbitration under this Agreement is final and binding on the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. The arbitration award may be appealed to a court of competent jurisdiction solely on the basis that the award was arbitrary or capricious. Each party shall initially bear its own costs, expenses and administrative fees and an equal share of the arbitrator's fees until such time, if at all, a party is awarded its costs, expenses and fees by the arbitrator. If a party or his attorney does not appear at the arbitration hearing the arbitrator shall strike its claims and/or suppress its defenses and conduct a proof hearing. Neither party to the arbitration nor the arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all parties to this Agreement. The party who is determined by the arbitrator to have breached this Agreement or otherwise engaged in a wrongful act or omission as relates to the other party, shall pay the non-breaching party's reasonable attorneys fees and costs.

**Jurisdiction.** The parties agree that this Agreement is made and delivered in, and shall be governed by and construed in accordance with the laws of the State of New Jersey (without giving effect to principles of conflicts of laws of the State of New Jersey or any other state). Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Superior Court of the State of New Jersey or, if jurisdiction exists, at the option of either party, to the jurisdiction of the United States District Court for the District of New Jersey (with regard to the limited matters specifically reserved above for determination by a court), for any action, proceeding or investigation in any court or before any governmental authority (a "Litigation") for

actions to compel the arbitration and actions to enforce its award, arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any Litigation relating thereto except in such courts).

Each of the parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any Litigation arising out of this Agreement or the transactions contemplated hereby in the Superior Court of New Jersey in Essex County or, if jurisdiction exists, at the option of either party, to the jurisdiction of the United States District Court for the District of New Jersey, in the Newark Vicinage, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Litigation brought in any such court has been brought in an inconvenient forum.

In addition, the parties submit to the jurisdiction of the arbitrators selected in accordance with the provisions of this Agreement for the conduct in the State of New Jersey of arbitration under this Agreement, with such arbitration to be conducted in Essex County ("County") or, in the event that there is no office in the County, in either the arbitrator's office or that of either party's counsel, whichever is closest to the County. The arbitration award may be appealed to a court of competent jurisdiction solely on the basis that the award was arbitrary or capricious.

The parties each acknowledge having read this Agreement carefully, that they understand all of its terms, that all agreements between MME and CLIENT relating to the subjects covered in this Agreement are contained in it, and that the parties have entered into this Agreement voluntarily and not in reliance upon any promises or representations other than those contained in this Agreement itself. The parties further acknowledge having had the opportunity to review and discuss this Agreement with private independent legal counsel of their choosing, if they wished to do so, and they believe after reading the Agreement thoroughly that it is in their best interest to enter into it. MME and CLIENT therefore stipulate that this is not a contract of adhesion. They further stipulate that no presumption shall apply to construe any ambiguities against the Agreement's drafter.

**7. ATTORNEY'S FEES.** In the event that this Agreement is breached, the breaching party shall pay the actual legal fees and costs relating to any legal services of the other's attorneys, whether or not resulting in institution of proceedings, directly or indirectly relating to the enforcement of the terms and provisions of this Agreement, including, without limitation, both actual pre-judgment and post-judgment attorney's fees and costs and attorney's fees and costs of settlement if no proceeding is instituted. Further, such reimbursement shall also include any such fees and costs incurred after the conclusion of such a proceeding in which a judgment or other disposition is rendered in post-judgment or post-disposition collection efforts. As set forth above, this determination shall be made by the arbitrator or mediator picked by the parties.

**8. MISCELLANEOUS.**

- This Agreement constitutes the entire agreement between Spokesperson and MME as to the issues discussed in it. This Agreement supersedes all

prior oral or written agreements or representations concerning its subject matter and is intended as a complete and exclusive statement of the Agreement between the parties. The terms of this Agreement shall not be changed, modified or amended unless formalized in a signed writing executed by both MME and Spokesperson.

- This Agreement shall require that any and all notices which either party is required or may desire under this Agreement to give to the other shall be in writing and is deemed to be received by addressee three (3) days after being sent by ordinary mail, postage prepaid, addressed to the receiving party at the address first above written, or the next day if sent by overnight mail with a common carrier or the same day if sent by hand delivery or facsimile transmission with confirmation of receipt.
- No failure by either party to enforce any term, provision or condition of this Agreement, including the breach or default thereof, by conduct or otherwise, in one or more instances shall be deemed a waiver.
- If any provision of this Agreement is held to be invalid or unenforceable, the other provisions of this Agreement shall not be affected by it but shall be applied as if the invalid or unenforceable provision had not been included in this Agreement.
- The preambles set forth above are incorporated herein and made a part of this Agreement.
- This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, personal representatives, executors, administrators, agents, employees, related entities, successors and assigns. The person signing below on behalf of an entity hereby makes the material representation upon which he wishes the other party to rely that he is authorized to bind the entity he represents to its terms.
- Spokesperson represents that he is utilizing its actual name in this Agreement and that in no manner is it acting as an imposter for another person.
- Spokesperson acknowledges and agrees that he may not assign this contract. Any attempt to assign the rights or obligations of this Agreement shall be deemed null and void.
- The gender terms in this Agreement shall apply to both genders.
- Spokesperson acknowledges that nothing in this Agreement or in the relationship between the parties shall be construed to create an employment relationship between MME and the Spokesperson.

- Spokesperson further acknowledges and agrees that nothing in this Agreement shall be construed as implying that the Spokesperson is a third-party beneficiary of the agreement executed between MME and the CLIENT.
- Nothing in this Agreement should be relied upon by any third parties.

MULTI-MEDIA EXPOSURE, INC.

BY: \_\_\_\_\_

Name:

Title:

Date:

I hereby agree to the terms and conditions outlined in this Agreement. I hereby acknowledge having read this Agreement carefully, and understand all of its terms. I have entered into this Agreement voluntarily and not in reliance upon any promises or representations other than those contained in this Agreement. I further acknowledge having had the opportunity to review and discuss this Agreement with private independent legal counsel of my choosing, if I so wished, and I believe after thoroughly reading this Agreement that it is in my best interest to enter into it. I therefore agree that this is not a contract of adhesion. I further agree that no presumption shall apply to construe any ambiguities against the Agreement or this Agreement's drafter.

\_\_\_\_\_, individually

Name:

Title:

Date: