

MyFilmmaker.com Marketplace User Agreement

This MyFilmmaker.com Marketplace User Agreement, (the "Agreement") is entered into by and between the company or individual specified during this online registration process ("User") and YoungCuts Inc., a Canadian corporation doing business as MyFilmmaker.com, ("MyFilmmaker.com") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

This Agreement limits MyFilmmaker.com's liability and obligations to you and allows MyFilmmaker.com to change, suspend or terminate your access to and use of the MyFilmmaker.com Marketplace. We urge you to carefully read the following terms and conditions, and all policies referenced below or elsewhere within the MyFilmmaker.com Marketplace. The policies and rules located at MyFilmmaker.com Rules & Policies or made available elsewhere on the Site (collectively, the "Policies") are incorporated into this Agreement by reference and provide additional terms and conditions governing your use of the MyFilmmaker.com Marketplace. The Policies include but are not limited to the Five Star Plan Policy, Filmmaker Payment Policy, Buyer Satisfaction Program Policy and Privacy Policy. If there are any conflicts between the terms or conditions in such Policies and this Agreement, the terms and conditions of this Agreement will govern.

YOU UNDERSTAND THAT BY REGISTERING, BY SUBSCRIBING, BY SUBMITTING A PROJECT REQUEST, BY USING THE MYFILMMAKER.COM MARKETPLACE (INCLUDING ANY CONTENT PROVIDED THEREIN) OR YOUR MYFILMMAKER.COM ACCOUNT, HAVING ANY FORM OF COMMUNICATION WITH A BUYER OR FILMMAKER OR BY POSTING ANY ASSIGNMENTS VIA THE MYFILMMAKER.COM MARKETPLACE, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT (INCLUDING THE INCORPORATED POLICIES). IF YOU DO NOT ACCEPT THIS AGREEMENT IN ITS ENTIRETY, YOU MAY NOT ACCESS OR USE THE MYFILMMAKER.COM MARKETPLACE. IF YOU AGREE TO THESE TERMS AND CONDITIONS ON BEHALF OF A BUSINESS, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT BUSINESS TO THIS AGREEMENT AND YOUR AGREEMENT TO THESE TERMS WILL BE TREATED AS THE AGREEMENT OF THE BUSINESS. IN THAT EVENT, "YOU" AND "YOUR" WILL REFER AND APPLY TO THAT BUSINESS.

ABOUT SOME OF THE WORDS IN THIS AGREEMENT

Here are the definitions of some of the words in this Agreement:

"Assignment" means a particular project or set of ongoing tasks for which a Buyer has requested Services to be performed by a Filmmaker.

"Buyer" means any company or individual, including User, utilizing the MyFilmmaker.com Marketplace to request Services to be performed by a Filmmaker.

"Buyer Deliverables" means instructions, requests, film, video, music, IP and any other information or materials that a Filmmaker receives from a Buyer for a particular Assignment.

"Confidential Information" means Buyer Deliverables, Work Product, and any other information provided to, or created by a Filmmaker for an Assignment, regardless of whether in tangible, electronic,

verbal, graphic, visual or other form. Confidential Information does not include material or information that: (a) is generally known by third parties as a result of no act or omission of Filmmaker or Buyer; (b) subsequent to disclosure hereunder, was lawfully received without restriction on disclosure from a third party having the right to disseminate the information; (c) was already known by Filmmaker prior to receiving it from Buyer and was not received from a third party in breach of that third party's obligations of confidentiality; or (d) was independently developed by Filmmaker without use of Confidential Information.

"Effective Date" means the date of acceptance of this Agreement.

"Filmmaker" means any company or individual, including User, utilizing the MyFilmmaker.com Marketplace to offer Services for Buyers or to enter into Service Contracts.

"Filmmaker Fees" means: (a) for a Job Contract Assignment, amounts paid arising from a Job Contract; (b) for a Fixed Price Assignment, the Fixed Price; and (c) any bonuses paid or other payments made by a Buyer for an Assignment.

"Five Star Plan" is the set of advisory, mediation, arbitration, invoicing, payment processing and other services described in the Five Star Plan Policy and made available to Users to administer and pay Filmmaker Fees via the MyFilmmaker.com Marketplace.

"Fixed Price" means a fixed fee agreed between a Buyer and a Filmmaker, prior to the commencement of an Assignment, for the completion of all Services requested by Buyer for such Assignment.

"Fixed Price Assignment" means an Assignment for which Buyer is charged a Fixed Price.

"IP" means intellectual property which is property (as an idea, invention, or process) that derives from the work of the mind or intellect such as an application, right, or registration relating to this, including copyright.

"Job Contract" is a contract in which the Buyer engages a Filmmaker to provide specific services to the Buyer and pays Filmmaker based on time spent on the Assignment.

"Job Contract Assignment" means an Assignment for which Buyer is charged based on the Job Contract.

"Proprietary Rights" means any and all rights, title, ownership and interest in and to copyrights, industrial designs, trademarks, service marks, trade names, trade secrets, patents, and any other rights to IP, recognized in any jurisdiction, whether or not perfected.

"Services" means film and video productions and other related technology services.

"Service Contract" is the contract between Buyer and Filmmaker as defined in Section 2.

"Work Product" means any tangible or intangible results or deliverables that Filmmaker agrees to create for, or actually delivers to, Buyer as a result of performing the Services on a particular Assignment, including, but not limited to film, video, music, and any IP developed in connection therewith.

1. THE MYFILMMAKER.COM MARKETPLACE.

1.1 Purpose of the MyFilmmaker.com Marketplace. The MyFilmmaker.com Marketplace is an online portal and website located at www.MyFilmmaker.com (the "Site") where Users may find Buyers of Services and Filmmakers that provide Services (collectively, the "MyFilmmaker.com Marketplace"). At the MyFilmmaker.com Marketplace, Buyers may post Assignments to invite bids by Filmmakers and Filmmakers may post information about their capabilities and bid on Assignments. MyFilmmaker.com does not guarantee that it will be able to match a Buyer's service needs with a Filmmaker or that there are Filmmakers in a Buyer's area that either are capable or willing to satisfy Buyer's service needs. Although MyFilmmaker.com takes certain steps to examine the credentials of our listed Filmmakers, we make no guarantees or representations regarding the skills or representations of such Filmmaker or the quality of the job that he or she may perform for a Buyer if Buyer retains their services. MyFilmmaker.com does not endorse or recommend the services of any particular Filmmaker. It is entirely up to the Buyer to enter into a direct contract or otherwise reach agreement with a Filmmaker, and MyFilmmaker.com does not guarantee or warrant Filmmaker's performance on the job or the outcome or quality of the services performed. The Filmmakers are not employees or agents of MyFilmmaker.com, nor is MyFilmmaker.com an agent of the Filmmakers. MyFilmmaker.com does not perform, and is not responsible for, any of the services requested in a Buyer's service request. Buyer's rights under contracts entered into with Filmmakers are governed by the terms of such contracts and by applicable federal, state, provincial and local laws.

1.2 Filmmaker Pre-screening Procedures and Disclaimers. MyFilmmaker.com.com uses the following criteria as part of its registration enrolment process ("registration") for new filmmakers:

Portfolio Review - MyFilmmaker.com confirms at the time of a Filmmaker's registration that the Filmmaker's submitted film work demonstrates that the Filmmaker may have the talent necessary to successfully complete the Buyer's film or video project. MyFilmmaker.com has no way of verifying that the Filmmaker's submitted work was actually created by the Filmmaker, and leaves the Buyer to choose from several filmmakers that submit bids to the Buyer. The Buyer is encouraged to solicit as many filmmaker bids as Buyer feels necessary before entering into a contract with a Filmmaker.

Filmmakers Profiles - MyFilmmaker.com allows Filmmakers to post profiles about themselves and their business on the MyFilmmaker.com Web site. MyFilmmaker.com does not review or verify the information or representations set forth in those profiles, except as expressly set forth above, as they are self-reported by the Filmmaker.

The above procedures may change from time to time at the sole discretion of MyFilmmaker.com. MyFilmmaker.com believes that it uses commercially reasonable methods to check these matters but does not make any representations or warranties that Filmmakers will be able to complete film or video projects to the Buyer's satisfaction. MyFilmmaker.com does not represent or warrant that the information received from any source is accurate, error free, or that it is up to date or updated at the time that MyFilmmaker.com checks such information.

DISCLAIMER: MYFILMMAKER.COM EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED RELATING TO THE PRESCREENING PROCESS, CRITERIA, PROCEDURES, OR INFORMATION OBTAINED OR PRESENTED IN THE PRESCREENING PROCESS OR DISCLOSURES INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR THAT THE SCREENING OR VERIFICATION PROCEDURES OR STANDARDS ARE SUFFICIENT OR THAT THE INFORMATION RECEIVED IN THESE SCREENING OR VERIFICATION PROCEDURES IS ACCURATE, TIMELY OR ERROR FREE.

1.3 Eligibility. The MyFilmmaker.com Marketplace is available only to persons who are at least eighteen (18) years old and are otherwise capable of forming legally binding contracts under applicable law. Without limiting the foregoing, the MyFilmmaker.com Marketplace is not available to temporarily or indefinitely suspended Users. Users are not employees, agents or contractors of YoungCuts Inc. You will not use or access the MyFilmmaker.com Marketplace if you are located or reside in a country in which use or participation is prohibited by law, decree, regulation, treaty or administrative act.

1.4 Role of Service Contracts and the Role of MyFilmmaker.com. If a Buyer accepts a Filmmaker's bid for an Assignment, a services contract is formed directly between such Buyer and Filmmaker subject to the terms specified in Section 2 (Service Contract Terms Between Buyer and Filmmaker) and/or any other terms and conditions that Buyer and Filmmaker may agree upon (collectively the "Service Contract"). MyFilmmaker.com is not a party to any Service Contract between Buyers and Filmmakers and MyFilmmaker.com itself does not deliver any Assignments or Work Product, nor does MyFilmmaker.com make any representations regarding the quality thereof. User agrees that, whether acting as a Buyer or Filmmaker, User shall not hire as an employee, a User sourced using the MyFilmmaker.com Marketplace without notifying MyFilmmaker.com and paying the Buy-Out fee described in the Five Star Plan Policy and Filmmaker Payment Policy.

1.5 Acknowledgement of MyFilmmaker.com's Interest in Proper Performance of Service Contracts. Even to the extent MyFilmmaker.com is not a party to a Service Contract, User acknowledges and agrees that the reputation and goodwill of MyFilmmaker.com may be adversely affected if, as a Buyer or Filmmaker, the User violates the Service Contract. User further acknowledges and agrees that MyFilmmaker.com is an intended third-party beneficiary of each Service Contract that User enters into, and that MyFilmmaker.com has the right to take such legal actions against User as MyFilmmaker.com, in its sole discretion, deems necessary to protect the interests of MyFilmmaker.com.

1.6 Accuracy of Information. User represents and warrants to MyFilmmaker.com that the information that User supplies to MyFilmmaker.com about User and about any entity on behalf of which User is acting is true and accurate, and User acknowledges that User will be fully liable to MyFilmmaker.com for any damage, cost or liability arising out of inaccuracies in such information. User agrees to promptly update all information about User that User has supplied to MyFilmmaker.com to maintain its accuracy.

1.7 Payment of MyFilmmaker.com Fee. User agrees that MyFilmmaker.com shall be paid a fee (the "MyFilmmaker.com Fee") for maintaining the MyFilmmaker.com Marketplace. The amount of such fee and the method of its payment are set forth in the Five Star Plan Policy and Filmmaker Payment Policy.

2. SERVICE CONTRACT TERMS BETWEEN BUYER AND FILMMAKER.

User agrees that all Service Contracts between User and any Buyer or Filmmaker regarding particular Assignments shall: (i) unless Buyer and Filmmaker expressly agree otherwise, contain substantially the same terms and conditions provided in Sections 2.1 through 2.9 below ("Standard Terms"); (ii) name MyFilmmaker.com as an express third party beneficiary under the Service Contract; and (iii) make no representations or warranties on behalf of MyFilmmaker.com. Notwithstanding the foregoing, to the extent that Buyer and Filmmaker agree to terms in their Service Contract different than the Standard Terms, nothing in such Service Contract will in any way limit or modify MyFilmmaker.com's rights. Payments for the Services contracted for through the MyFilmmaker.com Marketplace shall be made through the MyFilmmaker.com Marketplace.

2.1 Services. Filmmaker shall perform Services in a professional and workmanlike manner. Under Fixed Price Assignments, Filmmaker shall deliver the agreed-upon Work Product. Under Job Contract Assignments, Filmmaker shall use reasonable efforts to create the desired Work Product.

2.2 Fees. Buyer shall pay Filmmaker the agreed-upon fees for time spent (under Job Contract Assignments) or delivery of the Work Product (under Fixed Price Assignments) and all amounts paid by Buyer shall be paid through the MyFilmmaker.com Marketplace as set forth in the Five Star Plan Policy.

2.3 Termination. Under Job Contract Assignments, either party may terminate the Service Contract at any time for any or no reason, provided that Buyer remains obligated to pay for any time Filmmaker spent prior to termination. Fixed Price Assignments may only be terminated by mutual agreement between Buyer and Filmmaker.

2.4 Buyer Deliverables. Buyer grants Filmmaker a limited, non-exclusive, revocable (at any time, at Buyer's sole discretion) right to use the Buyer Deliverables as necessary for the performance of the Services. Buyer reserves all other rights and interest, including, without limitation, all Proprietary Rights, in and to the Buyer Deliverables. Upon completion or termination of the Assignment, or upon request by the Buyer, Filmmaker shall immediately return all Buyer Deliverables to the Buyer and purge all copies of Buyer Deliverables and Work Product contained in or on Filmmaker's premises or systems or otherwise under Filmmaker's control.

2.5 Work Product. Any copyrightable works prepared by Filmmaker in connection with an Assignment for Buyer shall be "works for hire"; consequently, Buyer will be considered the author and owner of such works. Unless prohibited by applicable mandatory law, all Proprietary Rights in and to Work Product shall vest in Buyer upon creation. If under mandatory law, Proprietary Rights do not vest in Buyer upon creation, Filmmaker hereby assigns all Proprietary Rights to Work Product to Buyer, effective upon creation. To the extent that under mandatory law, rights can only be assigned after creation, Filmmaker hereby irrevocably agrees to assign, immediately following the creation, all Proprietary Rights to Work Product to Buyer. To the extent that under mandatory law, Proprietary Rights cannot be assigned, Filmmaker hereby irrevocably agrees to grant, and hereby grants, to Buyer an exclusive (excluding also Filmmaker), perpetual, irrevocable, unlimited, worldwide, fully paid, and unconditional license to use and commercialize Work Product in any manner now known or in the future discovered. To the extent

such license grant is not fully valid, effective or enforceable under mandatory law, Filmmaker hereby irrevocably agrees to grant, and hereby grants, to Buyer, such rights as Buyer reasonably requests in order to acquire, as close as possible, all rights equivalent to full legal ownership. In order to ensure that Buyer will be able to acquire, perfect and use such Proprietary Rights, Filmmaker will: (i) transfer possession, ownership, and title to media, models, and other tangible objects containing Work Product to Buyer; (ii) sign any documents at Buyer's request to assist Buyer in the documentation, perfection and enforcement of its rights; and (iii) provide Buyer with support and reasonable access to information for recording, perfecting, securing, defending, and enforcing such Proprietary Rights. Filmmaker also irrevocably authorizes Buyer to act and sign on Filmmaker's behalf and take any necessary steps in order to perfect Buyer's rights under this Agreement. In case that under mandatory law, Filmmaker retains any rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights") or other inalienable rights to Work Product or Confidential Information under this Agreement, Filmmaker irrevocably agrees to waive, and hereby waives, all such rights, or, to the extent Filmmaker cannot waive such rights, Filmmaker agrees not to exercise such rights, until Filmmaker has provided prior written notice to Buyer and then only in accordance with any reasonable instructions that Buyer issues in the interest of protecting its rights. Filmmaker agrees to assist Buyer in every proper way to obtain and enforce the Proprietary Rights and other legal protections for the Work Product in any and all countries. Filmmaker will sign documents that the Buyer may reasonably request for use in obtaining and enforcing such protection, including, but not limited to, any assignment deed which the Buyer may select at its sole discretion. Filmmaker's obligations under this Section 2.5 will continue even after Filmmaker deregisters from or ceases use of the MyFilmmaker.com Marketplace. Filmmaker appoints Buyer as Filmmaker's attorney-in-fact to execute documents on Filmmaker's behalf for the purposes set forth in this Section 2.5.

The Filmmaker represents and warrants to the Buyer:

(a) that Filmmaker owns all right, title and interest, or has acquired all the necessary licenses, personal releases for appearance or voice in the films, venue releases and grants of rights, including but not limited to copyright, music licenses, literary licenses and dramatic licenses, in and to the Work Product and that Filmmaker has the right to enter into this Agreement and to grant the Buyer the rights herein granted;

(b) that no part of the Work Product or the exercise by the Buyer of the rights herein granted will violate or infringe upon any rights of any third party, including but not limited to copyright, trademark rights, or any other proprietary right or interest of any kind; and

(c) that the Work Product does not contain any defamatory or illegal material or violate any law.

2.6 Pre-existing IP in Work Product. User shall ensure that no Work Product created or delivered by User as a Filmmaker includes IP, whether such pre-existing IP is owned by User or a third party including, without limitation, music, video clips, or other work subject to copyright (collectively "Pre-existing IP") without obtaining the prior written consent of the Buyer to the inclusion of such Pre-existing IP in the Work Product. User acknowledges that, without limiting any other remedies, User shall not be entitled

to payment for, and shall refund any Filmmaker Fees paid to User for, any Services performed on an Assignment if the Work Product contains any Pre-existing IP that was not approved in accordance with this Section 2.6.

2.7 Independent Contractor. Filmmaker's relationship with Buyer will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Filmmaker acknowledges and agrees that neither it nor any of its employees or agents shall have any claim under this Agreement for overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, or employee benefits of any kind from Buyer. Filmmaker acknowledges and agrees that Buyer will not deduct any amount for withholding, unemployment, Social Security, deductions at source or other taxes as it would in the case of an employee and that and that Filmmaker will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state, provincial, or local tax authority with respect to Filmmaker's performance of Services. Filmmaker agrees to accept exclusive liability for complying with all applicable state, provincial and federal laws, including laws governing self-employed individuals, if applicable, such as laws related to payment of taxes, social security, disability, pension and other contributions based on payment of Filmmaker Fees by Buyer. Buyer will not withhold or make payments for social security, pension, unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on Filmmaker's behalf. Filmmaker hereby agrees to indemnify and defend Buyer against any and all such taxes or contributions, including penalties and interest.

2.8 General. Service Contracts shall be governed by Sections 5 (Confidential Information) and 12 (General) of this Agreement, as applicable either directly or by way of analogy.

2.9 Entire Agreement. The terms and conditions set forth in this Section 2 and/or any additional or different terms expressly agreed by Buyer and Filmmaker shall constitute the entire agreement and understanding of Buyer and Filmmaker with respect to each Service Contract and shall cancel and supersede any other prior or contemporaneous discussions, agreements, representations, warranties, and other communications between them.

3. ACKNOWLEDGMENTS BY USER OF MYFILMMAKER.COM'S ROLE.

3.1 Service Contracts. User expressly acknowledges, agrees and understands that: (i) the MyFilmmaker.com Marketplace is merely a venue where Users may act as Buyers or Filmmakers; (ii) MyFilmmaker.com is not a party to any Service Contracts between Buyers and Filmmakers; (iii) MyFilmmaker.com shall not have any liability or obligations under or related to Service Contracts or any acts or omissions by Users; (iv) MyFilmmaker.com has no control over Filmmakers or over the Services promised or rendered by Filmmakers; and, (v) MyFilmmaker.com makes no representations as to the reliability, capability, or qualifications of any Filmmaker or the quality, security or legality of any Service, and MyFilmmaker.com disclaims any and all liability relating thereto.

3.2 MyFilmmaker.com's Compensation. MyFilmmaker.com is paid its fees for the maintenance of the MyFilmmaker.com Marketplace. All fees are non-refundable, whether or not Assignments were satisfactorily completed.

4. FEES AND PAYMENTS – FIVE STAR PLAN.

4.1 Acceptance At Sole Discretion of MyFilmmaker.com. MyFilmmaker.com at its sole and absolute discretion may accept or reject User's application to use the Five Star Plan. User's application for the Five Star Plan may include an executed contract between Buyer and Filmmaker. In the absence of such executed contract, Buyer and Filmmaker agree that Standard Terms as described in Section 2 shall apply and without modification.

4.2 Filmmaker Fees. MyFilmmaker.com shall act as a payment processor for Filmmaker Fees as set forth in the Five Star Plan Policy.

4.3 Formal Invoices and Taxes. Although MyFilmmaker.com may choose to issue formal invoices, MyFilmmaker.com shall have no responsibility for determining the necessity of or for issuing any formal invoices, or for determining, remitting, or withholding any taxes applicable to Filmmaker Fees. Instead, Filmmaker shall be solely responsible for determining whether it is required by applicable law to issue any formal invoices for the Filmmaker Fees and for issuing any invoices so required. Filmmaker shall also be solely responsible for: (a) determining whether Filmmaker or MyFilmmaker.com is required by applicable law to remit to the appropriate authorities any value added tax or any other taxes or similar charges applicable to the Filmmaker Fees, and remitting any such taxes or charges to the appropriate authorities on behalf of itself or MyFilmmaker.com, as appropriate; and (b) determining whether MyFilmmaker.com is required by applicable law to withhold any amount of the Filmmaker Fees, notifying MyFilmmaker.com of any such requirement and indemnifying MyFilmmaker.com for any requirement to pay any withholding amount to the appropriate authorities. MyFilmmaker.com shall have the right, but not the obligation, to audit and monitor Filmmaker's compliance with applicable tax laws as required by this Section 4.3.

4.4 Invoices to Buyer. Upon MyFilmmaker.com's acceptance of a Five Star Plan application, Buyer will be invoiced by MyFilmmaker.com for Filmmaker Fees in accordance with the Five Star Plan Policy.

4.5 Payment. Buyer agrees to make all payments via check, electronic funds transfer, PayPal or any other form of payment authorized by MyFilmmaker.com or mutually agreed to between Buyer and MyFilmmaker.com. In the event that MyFilmmaker.com accepts credit card payments, Buyer hereby authorizes MyFilmmaker.com to run credit card authorizations on all credit cards provided by Buyer, to store credit card details as Buyer's method of payment for Services, and to charge Buyer's credit card in accordance with the Five Star Plan Policy.

4.6 Dispute Resolution Policy. MyFilmmaker.com shall offer a dispute resolution service as part of the Five Star Plan and as described in Section 12.12 and the Five Star Plan Policy.

4.7 No Direct Payments From Buyer to Filmmaker. If User's application for Five Star Plan is accepted by MyFilmmaker.com, Buyer shall (i) make all payments relating to, or in any way connected with, an Assignment through the payment channels provided or specified by MyFilmmaker.com, and (ii) not make any such payments directly to a Filmmaker or through any other payment channels.

5. CONFIDENTIAL INFORMATION.

5.1 Confidentiality. To the extent a Buyer provides Confidential Information to a Filmmaker, the Filmmaker shall protect the secrecy of the Confidential Information with the same degree of care as it uses to protect its own confidential information, but in no event with less than due care, and shall not disclose or use the Confidential Information, except as necessary for the performance of Services for the relevant Assignment.

5.2 Return. If and when Confidential Information is no longer needed for the performance of Services for the relevant Assignment, or at the Buyer's written request (which may be made at any time at Buyer's sole discretion), Filmmaker shall promptly destroy or return to Buyer all Confidential Information and any copies thereof contained in or on its premises or systems or otherwise under its control. Filmmaker agrees to provide written certification to Buyer of compliance with this Section 5.2 within twenty-five (25) days after the receipt of Buyer's written request to certify.

5.3 Publications. Without limiting Section 5.1 (Confidentiality), Filmmaker shall not publish, or cause to be published, any Confidential Information or Work Product.

6. WARRANTY DISCLAIMER.

MYFILMMAKER.COM MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SERVICES, WORK PRODUCT, MYFILMMAKER.COM MARKETPLACE OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MYFILMMAKER.COM DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SECTION 9.2 (TERMINATION) STATES USER'S SOLE AND EXCLUSIVE REMEDY AGAINST MYFILMMAKER.COM WITH RESPECT TO ANY DEFECTS, NON-CONFORMANCES OR DISSATISFACTION.

7. LIMITATION OF LIABILITY.

IN NO EVENT WILL MYFILMMAKER.COM BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT COSTS OR DAMAGES, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION OR PROFIT. THE LIABILITY OF MYFILMMAKER.COM TO ANY USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF: (A) \$500 U.S. dollars; AND (B) ANY MYFILMMAKER.COM FEES RETAINED BY MYFILMMAKER.COM WITH RESPECT TO ASSIGNMENTS ON WHICH USER WAS INVOLVED AS BUYER OR FILMMAKER DURING THE THREE (3) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS SHALL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

8 INDEMNIFICATION.

8.1 **Proprietary Rights.** Each User shall indemnify, defend and hold harmless (on a monthly basis, as costs are incurred) MyFilmmaker.com and its subsidiaries, affiliates, officers, agents, employees, representatives and co-branders or other partners (each an "Indemnified Party" for purposes of this Section 8) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) arising from or relating to any claim, judgment, or adjudication that any Work Product, Services or action or omission by such User infringes Proprietary Rights or other rights of any third party.

8.2 **Indemnification by Buyer.** Each Buyer shall indemnify, defend and hold harmless the Indemnified Parties from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) arising from or relating to (i) such Buyer's use of Services, including without limitation claims by or on behalf of any Filmmaker for Worker's Compensation or unemployment benefits, or (ii) any Service Contract entered into between such Buyer and a Filmmaker.

8.3 **Indemnification by Filmmaker.** Each Filmmaker shall indemnify, defend and hold harmless the Indemnified Parties from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) arising from or relating to (i) such Filmmaker's provision of Services, or (ii) any Service Contract entered into between such Filmmaker and a Buyer.

9. TERM AND TERMINATION.

9.1 **Term.** The term of this Agreement commences on the Effective Date and continues in effect until terminated in accordance with Section 9.2 below.

9.2 **Termination.** User or MyFilmmaker.com may terminate this Agreement at any time, with or without cause, effective immediately upon written notice to the other party, provided that any such termination for convenience shall not affect the validity of any Service Contracts that have been concluded prior to termination and this Agreement shall continue to apply with respect to such Service Contracts.

9.3 **Consequences of Termination.** Termination shall not relieve Buyer of the requirement to pay in accordance with any Service Contract.

9.4 **Survival.** Sections 3 through 12 of this Agreement shall survive any termination thereof.

10. AUDIT RIGHTS.

Buyer and Filmmaker each shall (i) create and maintain records to document satisfaction of its obligations under this Agreement and any Service Contract, including without limitation rights clearance obligations, payment obligations and compliance with tax laws, and (ii) provide copies of such records to MyFilmmaker.com upon request.

11. ENTIRE AGREEMENT; PREVIOUS AGREEMENTS AND ONGOING ASSIGNMENTS.

Entire Agreement. This Agreement, including the incorporated Policies, sets forth the entire agreement and understanding of the parties relating to its subject matter and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between them.

12. GENERAL.

12.1 No Employment. User acknowledges and agrees that this Agreement does not constitute an employment agreement or create or acknowledge an employment relationship (neither with MyFilmmaker.com nor with any other User). The parties shall be independent contractors at all times and not partners, joint venturers or otherwise participants in a joint undertaking.

12.2 Limited Privacy. User acknowledges and understands that any Work Product and other information (including the terms of this Agreement) that User provides or makes available on the MyFilmmaker.com Marketplace as a Filmmaker may be made available to Buyers and others in accordance with MyFilmmaker.com's Privacy Policy. User has no expectation of privacy related to Services or any other activities performed as a Filmmaker in connection with this Agreement.

12.3 Compliance. User shall not violate any laws or third party rights on or related to the MyFilmmaker.com Marketplace. Without limiting the generality of the foregoing, User agrees to comply with all applicable import and export control laws and third parties' Proprietary Rights.

12.4 Notices and Consent to Electronic Notice. You consent to the use of (a) electronic means to complete this Agreement and to deliver any notices pursuant to this Agreement; and (b) electronic records to store information related to this Agreement or your use of the MyFilmmaker.com Marketplace. Notices hereunder shall be invalid unless made in writing and given (a) by MyFilmmaker.com via email (in each case to the address that you provide), (b) a posting on the MyFilmmaker.com Site or (c) by you via email to info@MyFilmmaker.com.com or to such other addresses as MyFilmmaker.com may specify in writing. The date of receipt will be deemed the date on which such notice is transmitted.

12.5 Modifications.

(a) MyFilmmaker.com reserves the right in its sole discretion to amend this Agreement without advance notice. Modifications to this Agreement or any Policies will be posted on the Site or made in compliance with any notice requirements set forth in this Agreement. Subject to Section 9, if any modification is not

acceptable to you, your only recourse is to cease using the MyFilmmaker.com Marketplace. By continuing to use the MyFilmmaker.com Marketplace after MyFilmmaker.com has posted any modifications on the Site or provided any required notices, you accept and agree to be bound by the modifications.

(b) Except only as permitted by Section 12.5(a), no modification or amendment to this Agreement shall be binding upon either party unless in a written instrument signed by a duly authorized representative of each party (and, for the purposes of this Section 12.5(b), a written instrument shall expressly exclude electronic communications such as email and electronic notices but shall include facsimiles).

12.6 Dates and Timelines. All references to days shall be to business days (Monday to Friday, EST, excluding bank holidays), except as expressly noted otherwise.

12.7 No Waiver. The failure or delay of MyFilmmaker.com to exercise or enforce any right or claim does not constitute a waiver of such right or claim and shall in no way affect MyFilmmaker.com's right to later enforce or exercise it, unless MyFilmmaker.com issues an express written waiver, signed by a duly authorized representative.

12.8 No Assignment Without MyFilmmaker.com Consent. User may not assign this Agreement, or any of its rights or obligations hereunder, without MyFilmmaker.com's prior written consent in the form of a written instrument signed by a duly authorized representative of each party (and, for the purposes of this Section 12.8, a written instrument shall expressly exclude electronic communications such as email and electronic notices but shall include facsimiles). MyFilmmaker.com may freely assign this Agreement without consent of User. Subject to the foregoing restrictions, this Agreement will inure to the benefit of the successors and permitted assigns of the parties.

12.9 No 3rd Party Beneficiary Rights. Except as specified in Sections 1 (The MyFilmmaker.com Marketplace) and 2 (Service Contract Terms Between Buyer and Filmmaker), this Agreement shall: (a) create rights and obligations only between MyFilmmaker.com and each individual User that accepts this Agreement; and (b) not create any rights for any other parties. For the avoidance of doubt, without any limitation, no User shall be entitled to enforce the terms of this Agreement as they apply between MyFilmmaker.com and another User.

12.10 Severability. If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability, and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

12.11 Choice of Law. This Agreement and any dispute arising out of or relating to this Agreement ("Dispute") shall be governed by and construed in accordance with the laws of the Province of Quebec, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

12.12 Dispute Resolution. Any Buyer that has a dispute with any Filmmaker must first address such dispute with the Filmmaker directly. If the dispute remains unresolved, MyFilmmaker.com will offer the following dispute resolution services in accordance with the Five Star Plan policy:

Mediation Service:

MyFilmmaker.com may at its sole discretion attempt to first mediate a mutually acceptable compromise solution between Buyer and Filmmaker. Buyer and Filmmaker understand and acknowledge that they are not required to accept any mediation proposals. MyFilmmaker.com acknowledges that the refusal of any party to accept a mediation proposal will not affect that party's standing in a subsequent arbitration. Should either party not agree to a mediation compromise, or should MyFilmmaker.com at its sole discretion, determine that mediation will not work, then the dispute will proceed to binding arbitration.

Binding Arbitration Service:

Buyer and Filmmaker agree that MyFilmmaker.com's arbitration of a dispute between Buyer and Filmmaker is final and binding on them and Buyer and Filmmaker hereby waive any other further legal challenges or remedies including but not limited to civil or criminal litigation against the other party or MyFilmmaker.com arising from the subject Service Contract, mediation or arbitration.

Either Buyer or Filmmaker may notify MyFilmmaker.com of their desire to use the arbitration process. MyFilmmaker.com will notify the other party.

MyFilmmaker.com, at its sole discretion, shall decide the form of arbitration hearing and may choose to hear Buyer's and Filmmaker's statements and evidence via phone, electronic correspondence or in person. Buyer and Filmmaker agree that they will participate in arbitration and will make reasonable efforts to participate within 15 days of notice of arbitration received from MyFilmmaker.com. Should either party be unable to participate or choose not to participate, the arbitration process will proceed without that party's participation and MyFilmmaker.com's findings shall become final and binding as described above.

MyFilmmaker.com's arbitration of a dispute between Buyer and Filmmaker is based on MyFilmmaker.com's evaluation of the Filmmaker's fulfilment of the Service Contract as made between Buyer and Filmmaker, including the terms and conditions of the MyFilmmaker.com Marketplace User Agreement. The Service Contract may include the substance of any verbal communication between Buyer and Filmmaker upon which both parties agree.

12.13 Links to Third Party Sites. The links in the MyFilmmaker.com Web site will let you leave MyFilmmaker.com's Web site. The linked sites are not under the control of MyFilmmaker.com and MyFilmmaker.com is not responsible for the contents or functionality of any linked site or any link contained in a linked site, or any changes or updates to such sites. MyFilmmaker.com is not responsible for webcasting or any other form of transmission received from any linked site. MyFilmmaker.com is

providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by MyFilmmaker.com of the site.

12.14 **Prevailing Language.** The English language version of this Agreement shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.