

PRODUCT PLACEMENT AGREEMENT

Agreement dated as of < MM/DD/YYYY > between < Production Company, LLC > ("Content Creator"), and < Advertising Company, LLC > ("Advertiser") in connection with the content creation currently entitled < Production Title > ("Content Production").

1. PLACEMENT/FEE:

[choose from provisions]

2. MATERIALS:

In consideration of the reasonable efforts of the Creator, subject to Section 7, to integrate the Brand/Product into the U.S. Content Production version as provided in Section 1, Advertiser hereby agrees to provide Creator for Creator's use in connection with the Content Production the item(s) set forth below (collectively, "**Brand/Product**"): _____

Advertiser shall provide the Brand/Product to Creator at the address set forth on signature page, or such other place as Creator may notify Advertiser, on or before _____, 20____.

3. GRANT:

Advertiser hereby approves and grants to Creator and its successors, assigns and licensees, the non-exclusive right to use, display and reproduce the Brand/Product, and all brand names, trademarks, tradenames, service marks and/or copyrights associated with the Brand/Product (collectively, "**Mark(s)**"), in the Content Production (*including video clips, images, text therefrom and any and all sequels thereto and remakes thereof*) (collectively, "**Rights**"), in connection with the advertising, promotion, publicity and exploitation thereof, in any and all media, whether now known or hereafter existing, throughout the universe, in perpetuity.

4. REPRESENTATIONS AND WARRANTIES :

Advertiser represents and warrants that (a) it is the sole owner of the Brand/Product and of all rights necessary to grant to Creator the Rights herein granted; (b) no other consents or approvals are required in connection with such Rights as contemplated by this Agreement; and (c) it is not necessary for Creator to pay any amount to any person, firm or corporation (*including without limitation Advertiser*) in order to enable Creator to enjoy the full rights to use the Brand/Product as described herein.

5. RIGHTS :

All rights of every kind and nature whatsoever in and to all still and motion pictures, video reproductions, video games, live events, and sound recordings made hereunder in connection with use of the Brand/Product by Creator (*whether or not any part hereof is actually utilized in the Content Production or not*), shall be and remain the sole and exclusive property of Creator, including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any motion pictures as Creator shall elect, in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion pictures, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Neither Advertiser nor any other party now or hereafter claiming an interest in the Content Production and/or interest through Advertiser shall have any right of action against Creator or any other party arising from or based upon any use or exploitation of said photography and/or said sound recordings. Creator acknowledges that it has no ownership interest in the Mark(s) except to include it in the

Content Production and as otherwise provided herein. Nothing contained in this Agreement shall be construed as granting to Advertiser any ownership, license(s) or permission(s) whatsoever in connection with any commercial use of the Brand/Product in connection with the Content Production, including without limitation, the title of the Content Production, any character name(s), any actual name(s) and/or likeness(es) of any individual(s) rendering services of any kind on the Content Production, or any other images, associations, and/or references.

6. INDEMNIFICATION :

Advertiser agrees to indemnify Creator and its subsidiaries, affiliated entities, successors, assigns and licensees, as well as such parties' respective successors, assigns, licensees, agents, officers, owners, principals, employees and shareholders, from and against any loss, claim, liability, damage, action or cause of action (*including, without limitation, reasonable attorneys' fees*) arising from or related to any breach of Advertiser's representations, warranties and/or agreements contained herein.

7. CREATIVE CONTROL :

Notwithstanding anything herein to the contrary, Advertiser recognizes that Creator retains all artistic and creative control in connection with the Content Production, and may decide for subjective reasons to shoot or edit the Content Production in such a way that the Product and/or the Mark(s) may not appear or may not appear readily recognizable in the U.S. Content Production version. Advertiser understands and agrees that it shall have no rights against Creator, at law or in equity (*including, but not limited to, any right to rescind or terminate this Agreement or to enjoin or restrain Creator's exploitation of the Content Production in any manner whatsoever*), as a result of Creator's use and/or non-use of the Brand/Product and, to the full extent permitted by law, hereby irrevocably waives all such rights.

8. CONFIDENTIALITY :

Contractor and all of Contractor's employees or subcontractors shall adhere to the terms and conditions of Addendum "A," which is attached hereto and by this reference made a part hereof, with respect to confidentiality.

9. MISCELLANEOUS :

Advertiser may not terminate or rescind the permission granted to Creator hereunder. In the event of any claim by Advertiser against Creator, whether or not material, Advertiser shall be limited to Advertiser's remedy at law for damages, if any, and Advertiser shall not be entitled to enjoin, restrain or interfere with use of the Brand/Product as provided in this Agreement or with the advertising, publicizing, exhibiting or exploitation of the Content Production. This Agreement is non-assignable by Advertiser. This Agreement may be freely assigned and licensed by Creator in whole or in part to any party (*including any person or entity which produces the Content Production for distribution by Creator*). Captions of paragraphs hereof are inserted only for convenience and reference and in no way define, limit or describe the scope or intent of any provision hereof. This Agreement shall be construed in accordance with the laws of the State of California applicable to agreements which are executed and fully performed within the State of California.

10. ENTIRE AGREEMENT :

This Agreement reflects the complete understanding between the parties and supersedes all prior discussions and understandings, or otherwise between the parties and in entering into this Agreement Advertiser acknowledges that it is not relying on any representations of any party to this Agreement or otherwise, whether oral or written, not specifically set forth herein.

[E-Signature page follows]

E-SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned have caused this Product Placement Agreement to be duly executed and delivered as of the last date written below.

CONTENT CREATOR

ADVERTISER

By: [Insert Name]

By: [Insert Name]

Company: [Insert Company Name]

Company: [Insert Company Name]

Title: [Insert Job Title]

Title: [Insert Job Title]

Email: [Insert Email Address]

Email: [Insert Email Address]

Address: [Insert Postal Address]

Address: [Insert Postal Address]

Date:

Date: