

Letter of Engagement

The purpose of this Letter of Engagement (hereinafter “LOE”) is to clarify expectations for work to be completed by Chris Rowe (hereinafter “Designer”) for FanBeat.

1. Role & Responsibilities

Designer will provide creative concepting, art direction and design for FanBeat (hereinafter “Client”), for services to include, but not be limited to, the following.

2. Ownership

All final campaigns, names, logos, trademarks, service marks, slogans, artwork, written materials, drawings, photographs, graphic materials, film, music, transcriptions, or other materials that are subject to copyright, trademark, patent, or similar protection (collectively, the “Work Product”) produced by Designer are the property of the Client provided: (1) such Work Product is accepted in writing by the Client within one month of being proposed by Designer; and (2) Client pays all fees and costs associated with creating and, where applicable, producing such Work Product. Work Product that does not meet the two foregoing conditions shall remain Designer’s property.

Designer retains display rights in the Work Product, for use in portfolios, pitches, exhibitions, award shows, website, social media, and other self-promotion channels. Work will not be displayed prior to being released to the public without Client approval.

Notwithstanding the foregoing, it is understood that Designers may, on occasion, license materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor at the conclusion of the term of the license. In such instances, Client agrees that it remains bound by the terms of such licenses. Designer will keep Client informed of any such limitations.

4. Compensation and Billing Procedure

Unless otherwise agreed upon in writing, Client will pay Designer \$95.00 per hour for Services and Deliverables completed on agreed upon project.

For Services and Deliverables completed, Designer will submit invoices on the bi-weekly. Upon receipt of each correct invoice, Client will issue payment to the Designer within fifteen (15) business days. All invoices will include: (a) Project name; (b) Description of Services and Deliverables completed; and (c) Time period for which the invoice applies. All payments will be made in USD and Client will be responsible for converting currency with exchange rates.

5. Confidentiality and Safeguard of Property

Client and Designer respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this Agreement or as may be required by law), any information, documents, or materials that

are reasonably considered confidential regarding each other's products, business, finances, customers, clients, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. Designer and Client will take reasonable precautions to safeguard property of the other entrusted to it, but in the absence of negligence or willful disregard, neither Designer nor Client will be responsible for any loss or damage.

6. Indemnities

Designer agrees to indemnify and hold Client harmless with respect to any claims or actions by third parties against Client based upon material prepared by Designer, involving any claim for libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright, except where any such claim or action arises out of material supplied by Client to Designer.

Client agrees to indemnify and hold Designer harmless with respect to any claims or actions by third parties against Designer based upon materials furnished by Client or where material created by Designer is substantially changed by Client. Information or data obtained by Designer from Client to substantiate claims made in advertising shall be deemed to be "materials furnished by Client." Client further agrees to indemnify and hold Designer harmless with respect to any death or personal injury claims or actions arising from the use of Client's products or services.

7. Commitments to Third Parties

All purchases of media, production costs, and engagement of talent will be subject to Client's prior approval.

8. Amendments

Any amendments to this Agreement must be in writing and signed by Designer and Client.

9. Notices

Any notice shall be deemed given on the day of mailing or, if notice is by email, on the next day following the day notice is emailed.

IN WITNESS WHEREOF, Designer and Client have executed this Agreement.

Chris Rowe

FanBeat

Signed: _____

Signed: _____

Name: Chris Rowe

Name:

Title: Senior Designer

Title: