

AGREEMENT

This Agreement ("Agreement") is effective _____, 2019, (the "Effective Date") by and between Andi Matheny and/or Andi M., Inc., with her/its principal offices located at:

2260 1st Avenue South, St. Petersburg, FL 33712 ("Matheny"), and

_____ with his/her principal address at:
_____ ("Participant").

WHEREAS, Participant desires to perform certain services in connection with appearing in, creating, filming and/or producing (including pre-production and post-production activities) a video relating to acting instruction ("the Work");

WHEREAS, Participant and Matheny (collectively referred to herein as "the Parties") are desirous of memorializing the agreement governing the collaboration between them, and ownership of any work product resulting from such collaboration.

NOW, THEREFORE, in consideration of good and valuable consideration received and provided by both Participant and Matheny, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1 SERVICES.

Participant will provide services to Matheny in connection with creating the Work, said services including some or all of: acting, creating, directing, producing, filming or recording Matheny's acting class(es).

2 OWNERSHIP.

2.1 Ownership: All results and proceeds of every kind of the services to be rendered by Participant in connection with the Work, including without limitation Participant's performance in, and all copyrightable material owned or accrued by Participant as a result of his/her participation in developing or filming the Work, any and all ideas, suggestions, themes, plots, stories, characterizations, dialogue, titles and other material, whether in writing or not in writing which in any way relate to the Work are and shall be deemed to be works made for hire for Matheny and/or owned by Matheny, as the case may be. Accordingly, Matheny is and shall be considered the author and, at all stages of completion, the sole and exclusive owner of the Work and all right, title and interest therein (the "Rights"). The Rights shall include without limitation all copyrights, neighboring rights, trademarks and any and all other ownership and exploitation rights in the Work now or hereafter recognized in any and all territories and jurisdictions including, by way of illustration, production, reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public, and the right to exploit the Work throughout the universe in

perpetuity in all media, markets and languages and in any manner now known or hereafter devised. If under any applicable law the fact that the Work is a work made for hire is not effective to place authorship and ownership of the Work therein in Matheny, then to the fullest extent allowable and for the full term of protection otherwise accorded to Participant under such applicable law, Participant hereby assigns and transfers to Matheny any and all right, title and interest of Participant in the Work.

2.2 Alteration Rights: Participant hereby grants Matheny the right to change, add to, take from, translate, reformat or reprocess the Work, or any part thereof, in any manner Matheny may in her/its sole discretion determine. To the fullest extent allowable under any applicable law, Participant hereby irrevocably waives or assigns to Matheny Participant's so-called "moral rights" or "droit moral." Participant expressly acknowledges that many parties will contribute to the Work. Accordingly, if under any applicable law the above waiver or assignment by Participant of "moral rights" or "droit moral" is not effective, then Participant agrees to exercise such rights in a manner which recognizes the contribution of and will not have a material adverse effect upon such other parties.

2.3 Additional Documents: Participant will upon request execute, acknowledge and deliver to Matheny any and all documents Participant may deem necessary to evidence and effectuate all or any of Matheny's rights under this Agreement. Participant hereby irrevocably appoints Matheny, or Matheny's representative(s), as attorney-in-fact with full power to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents Participant fails to execute, acknowledge and deliver. The appointment shall be a power coupled with an interest.

2.4 Name and Likeness: Participant grants to Matheny the right to use Participant's name, voice, likeness and biographical data in connection with the distribution, exhibition, advertising and all other exploitation of the Work. Participant will not at any time issue or authorize or disclose any confidential information relating to this engagement or the Work or Matheny (as distinguished from personal publicity relating solely to Participant) without Matheny's written consent in each case.

2.5 Representations, Warranties and Indemnification: Participant represents, warrants and agrees that: Participant is free to enter into this Agreement; Participant is not subject to any conflicting obligation which will or might prevent or interfere with the execution and performance of this Agreement by Participant. Participant shall indemnify Matheny against any and all liability, damages, costs and expenses, including reasonable attorneys' fees and costs, in connection with any third-party claim or action arising out of the breach of any of Participant's representations, warranties and agreements herein.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

ANDI MATHENY

PARTICIPANT

By: _____

By: _____

Name: Andi Matheny

Name: _____