

CONTENT CREATION AGREEMENT

This Content Creation Agreement (hereafter referred to as the “Agreement”) is between Judge Foundry, Inc. (hereafter referred to as the “Client”), and Bryan Prillaman, Marcos Sanchez, and Charles Featherer (hereafter referred to as the “Creators”) for the purpose of creating video content for education about basic Magic: the Gathering and Judge skills (hereafter called the “Project”).

This Agreement constitutes the entire agreement between the aforementioned parties and supersedes any prior agreements, understandings or representations.

1. CONFIDENTIALITY

Both parties agree to maintain strict confidentiality of all sensitive/non-public information that is disclosed during this Content Creation Agreement. This confidentiality clause includes data or materials disclosed by either party to the other, including but not limited to raw video footage, project details, trade secrets, proprietary information, financial information, email addresses, phone numbers and any other information that is not generally known to the public.

2. SCOPE OF WORK AND TIMELINE

Within the scope of this Project, the Creators will create a cohesive series of 18 fifteen-to-twenty-minute videos on topics related to the Magic: the Gathering L1 Judge Exam. It is the intent of the Parties that these videos will be suitable for publication on websites owned and operated by both the Client and the Creators as detailed below.

The Creators shall provide all content necessary for the videos, including the raw video clips, intro/outro, logos, translations/pronunciations, and audio/music to be included in the final product.

The Creators agrees to provide the finished Project to the Client based on the timeline outlined below.

Any proposed changes to the timeline will be addressed in a timely manner and negotiated in good faith, agreed to by all parties and documented in writing.

The Creators shall commence work on the Project upon execution of this Agreement.

3. PRICING AND PAYMENT SCHEDULE

The Client agrees to pay this amount to the Creators in consideration for the services rendered as follows:

\$2,500.00 ‘Full Agreement Amount’, paid as follows:

- \$1,300.00 paid upon execution of this Agreement.
- \$300.00 paid on October 1, 2024.

- \$300.00 paid on January 1, 2025.
- \$300.00 paid on April 1, 2025.
- \$300.00 paid on July 1, 2025.

All payments shall be in U.S. dollars.

4. INTELLECTUAL PROPERTY RIGHTS AND LICENSING

The Creators represent and warrant to Client that they own or have obtained all necessary permissions and rights to use the raw video footage, images, audio, music, graphics and any other materials included in the completed videos produced for this Project.

The copyright of each video shall be owned by the Creators in equal shares, and the Creators shall have absolute control over the content of each video. The Creators shall have the exclusive right to publish the produced content on their own websites for a period of one month after initial publication of each video. One month after publication on the Creators' website and other electronic and social media platforms, Client will receive a lifetime fully-paid-up license to use and publish the content produced pursuant to this Agreement on its own website and other electronic and social media platforms. Creators shall provide to Client a copy of each such video suitable for publication on the Client's website and social media platforms at least seven days prior to the date the license granted above becomes effective.

Client agrees that it or its successors, assigns, or other legal representatives will at any time on the request and at the expense of Creators or their successors, assigns, or other legal representatives, without undue delay, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the title to the Project, including, but not limited to, registration of copyright.

The Client shall retain ownership of any images, music, or sound effects used in this Project that the Client has created, whether or not it was created for this Project, but grants a non-exclusive, unlimited, non-revokable worldwide license to the Creators for any images, music, or sound effects that the Creators have used in the creation of the Project.

The Creators will obtain written permission or written evidence of a license from the owner of any intellectual property added to the Project by the Creators but not owned by the Creators prior to using that intellectual property in the video Project. Any such intellectual property will be used only if the permission or license allows both Creators and Client unlimited and worldwide use of the intellectual property in the Project. The Creators will provide the Client with a written list of all such intellectual property and a copy of all permissions or licenses obtained upon request.

5. CREDITS

For each video, the Creators shall include in each video and in the description accompanying each video where it is published by the Creators, the following information:

- A statement that Client is the sole sponsor of the content provided;

- A statement that the content was created with funds provided by Client; and
- A link to Client's website, including a link to the Client's "Become a Judge" page.

6. PRODUCTION SCHEDULE

The Creators shall commence work on the Project promptly upon execution of this Agreement. Videos shall be released on the Creator's website and social media platforms upon completion, with all 18 videos being first released on the Creator's website and social media platforms on or before December 31, 2025.

7. TERMINATION

Each party may terminate this Agreement at any time by providing ten days written notice to the other party.

If either party fails to fulfill its obligations under this Agreement, including but not limited to failure to pay, failure to deliver necessary materials, or failure to meet agreed upon deadlines, the other party may terminate the Agreement by providing written notice of the breach. The party in breach shall have ten days from the date of receipt of the notice to cure the breach or negotiate an acceptable cure to be documented in writing and signed by both parties. If the breach is not remedied within the specified time, the Agreement shall be deemed as terminated without further notice.

If this Agreement is terminated prior to completion of full performance by Creators, then the consideration due to the Creators shall be allocated between the Parties as follows:

For each video completed, published, and provided to the Client as described above, the Creators shall be owed the sum of \$138.89.

If, upon termination, the Creators have been paid a sum greater than the product of \$138.89 multiplied by the number of videos completed, published, and provided to the Client (the "Earned Amount"), then the Creators shall reimburse the Client the difference between the amount paid to the Creators and the Earned Amount.

8. INDEMNIFICATION

The Creators undertake and agree to indemnify and hold harmless the Client against any and all claims, demands, liabilities, damages and expenses arising out of the content of the videos, including but not limited to claim of copyright infringement, trademark violation, or unauthorized use of third-party content incorporated into the final edited videos, except to the extent that any claim, demand, liability, damage, or expense arises out of the use of content that was supplied by the Client.

The Client shall indemnify and hold harmless the Creators against any and all claims, demands, liabilities, damages and expenses arising out of or in connection with the use any content in the Project that was supplied by the Client.

9. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired. The parties shall negotiate in good faith to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision.

10. MISCELLANEOUS

The failure of either party to exercise any rights or remedies under this Agreement shall not constitute a waiver of such rights or remedies. No waiver by either party of any breach or default under this Agreement shall be deemed a waiver of any subsequent breach or default.

Any modifications and/or amendments to this Agreement shall be in written form and agreed upon by both parties to be valid.

Neither party shall assign or transfer its rights or obligations under this Agreement to any third party without the prior written consent of the other party.

This Agreement shall be governed by and construed in accordance with applicable federal laws and laws of the State of _____.

FOR CLIENT:

Typed:

Title:

Date

FOR CREATORS:

Bryan Prillaman

Date

Marcos Sanchez

Date

Charles Featherer

Date