

## WORLD OF DEPLETED CONTRIBUTOR AGREEMENT

Once the owner (“Owner” or “you” or “your”) submits a Work (as defined in the CC License) and it is accepted by Viking Productions, Inc. and its licensees, assigns, affiliates, parents, or subsidiaries (“Viking” or “we” or “us” or “our”) to be included in “Canon” status or “Apocrypha,” then you are agreeing to enter and abide by the Creative Commons Attribution Non-Commercial Share Alike 3.0 United States License regarding Work on the Site. Please see “Licensing” in Section 1 below. Every Owner must read, agree and accept the CC License or all Owner Work will be excluded from the site located at <http://worldofdepleted.com/> (the “Site”) or any services provided in connection with the Site (the “Service”). Please note that the CC License covers the non-commercial use of Owner Work. Work that is included in “Canon” or “Apocrypha” status and regarding which the Owner agrees to the CC License also provides the Owner the opportunity to subject such Work to this World of Depleted Contributor Agreement (the “Agreement”).

This Agreement covers the terms that you and Viking agree to regarding the commercial use of your Work. Also please note that you are required to agree to this World of Depleted Contributor Agreement if your Work is included in “Canon” or “Apocrypha” status. In addition, you must read, accept and agree to the CC License, the Terms of Use and the Privacy Policy to have your Work included in “Canon” or “Apocrypha” status. All capitalized words not defined in this Agreement are defined as such word(s) is/are defined in the CC License.

### 1. Licensing.

**a) The Creative Commons Attribution Non-Commercial Share Alike 3.0 United States License (“CC License”).** You authorize Viking to add your Work on the Site under the CC License. All users and visitors of the Site will have the rights given under the CC license, including, but not limited to, the rights to Reproduce, Distribute and Publicly Perform your Work in all media or formats whether now known or hereafter devised, so long as such uses are not for commercial advantage or private monetary compensation, i.e., are non-commercial activities. There are other requirements under the CC license, so you acknowledge and agree that you are responsible to read, understand and follow each and every one of the requirements of the CC license. The CC License can be found here: (<http://creativecommons.org/licenses/by-nc-sa/3.0/us/legalcode>).

You understand and agree that any and all determinations that are required to be made regarding the CC License and your Work, including but not limited to Attribution, will be made by Viking in its sole and absolute discretion.

You understand and agree that the CC License only covers work that is protected by U.S. Copyright law. You acknowledge and agree that all Work that is not protected by U.S. Copyright law can be utilized in any manner whatsoever in any media or format whether now known or hereafter devised with no remuneration to you.

**b) World of Depleted Contributor Agreement.** By entering into this Agreement you are agreeing that Viking (and its licensees, assigns, affiliates, parents, or subsidiaries) and Site users

have the right to utilize your Work for commercial gain. It is a goal of this Agreement to specify the terms and conditions that govern such commercial exploitation of your Work.

(i) Subject to payment of the License Fee herein, You hereby grant to Viking (and its licensees, assigns, affiliates, parents, or subsidiaries) the irrevocable, transferable non-exclusive right and license ("License") to exploit each and every right ("Rights") in and to your Work throughout the universe in any and all mediums now known or hereafter devised in perpetuity. Such Rights include, but are not limited to, the right to copy, use, modify, adapt, distribute, publicly perform, and display your Work.

(ii) Subject to payment of the License Fee herein, You hereby grant to any and all third parties who have agreed to the terms of a World of Depleted Contributor Agreement or an agreement with substantially similar terms to this Agreement, the irrevocable, transferable non-exclusive right and license ("Third Party License") to exploit each and every right ("Rights") in and to your Work throughout the universe in any and all mediums now known or hereafter devised in perpetuity. Such Rights include, but are not limited to, the right to copy, use, modify, adapt, distribute, publicly perform, and display your Work.

## **2. Licensing Fee.**

**Subject to full compliance with the "Rules Of Depleted" and the "Contributor Submission Guidelines and Style Guides," the following applies:**

**a) Viking Revenue.** You and Viking agree that any and all net revenue generated by the efforts of Viking in the exploitation of your Work ("Viking Revenue") shall be divided as follows: (1) Fifty percent (50%) to Viking and (2) fifty percent (50%) to any and all other party or parties (Content Creator or Content Creators) whose Work is utilized in the final product that generates such Viking Revenue, such fifty percent (50%) to be divided equally to each and every Content Creator whose Work is utilized in the final product that generates such Viking Revenue. For the latter division of Viking Revenue, each and every determination regarding the calculation of the Content Creator fifty percent, including, but not limited to, the identification of eligible Content Creators, the number of eligible Content Creators and the deductible Expenses (defined below), shall be made by Viking in its sole and absolute discretion and authority.

(i) Re-Negotiation. When and if Content Creator or Content Creators receive an amount of Viking Revenue that equals or exceeds fifteen thousand dollars (\$15,000) from your Work (received after Viking has deducted Expenses in accordance with this Agreement), then you and any and all other party or parties (Content Creator or Content Creators) whose Work is utilized in the final product that generates such Viking Revenue agree to negotiate in good faith with Viking to revise Viking's fifty percent (50%) ("Re-Negotiation") to a lower percentage amount. The Re-Negotiation period shall extend for five (5) business days from the receipt of written notice by either party to begin the Re-Negotiation. If no agreement is reached by you and Viking at the expiration of the aforementioned period of five (5) business days, then Viking's fifty percent (50%) shall remain unchanged.

(ii) Expenses. Viking shall have the right to deduct from any and all Viking Revenue all verifiable, actual, direct, out-of-pocket, arm's length, third party expenses ("Expenses") incurred in generating such Viking Revenue before paying the Content Creator fifty percent (50%).

**b) Content Creator Revenue.** You agree to provide Viking ten percent (10%) of any and all gross revenue generated by your efforts in the exploitation of your Work ("Content Creator Revenue"). You understand and agree that no deductions are to be made in the calculation of Viking's ten percent (10%), but that such calculation is based upon the gross amount of Content Creator Revenue.

(i) Fifty percent (50%) of the amount remaining after the deduction of Viking's ten percent (10%) shall be paid to the Content Creator who receives the gross revenue for such work after such party deducts Expenses. "Expenses" means all verifiable, actual, direct, out-of-pocket, arm's length, third party expenses incurred in generating such revenue under this Section 2 b).

(ii) Fifty percent (50%) of the remaining amount shall be divided equally and paid to each and every third party whose Work is utilized in the final product that generates such revenue under this Section 2 b). If there are any disputes regarding division under this Section 2 b) (ii), then each and every determination regarding the calculation, including, but not limited to, the identification of eligible third parties, the number of eligible third parties and the deductible Expenses (defined herein), shall be made by Viking in its sole and absolute discretion and authority.

**c) Third Party Revenue.** Each and every party that receives any gross revenue from the exploitation of any Work that is included in "Canon" or "Apocrypha" status and such Work: a) does not include any Work of the party who receives any gross revenue from the exploitation of the Work (i.e., does not contain any Content Creator Work) but does include Work from other contributors to "Canon" or "Apocrypha", then the party who receives any such gross revenue from such Work agrees that the gross revenue shall be shared as follows:

(i) First: ten percent (10%) of any and all gross revenue generated shall be paid to Viking. It is understood and agreed that no deductions are to be made in the calculation of Viking's ten percent (10%), but that such calculation is based upon the gross amount of revenue received;

(ii) Second: fifteen percent (15%) of the remaining amount shall be paid to the party who receives the gross revenue for such work after such party deducts Expenses. "Expenses" means all verifiable, actual, direct, out-of-pocket, arm's length, third party expenses incurred in generating such revenue under this Section 2 c).

(iii) Third: the seventy percent (75%) of the remaining amount shall be divided equally and paid to each and every third party whose Work is utilized in the final product that generates such revenue under this Section 2 c). If there are any disputes regarding division under this Section 2 c) (ii) or (iii) then each and every determination regarding the calculation, including, but not limited to, the identification of eligible third parties, the number of eligible third parties and the deductible Expenses (defined herein), shall be made by Viking in its sole and absolute discretion and authority.

**d) Other Consideration.** Except as specifically agreed to in this Agreement, you understand and agree that you are not entitled to, and will not receive, any portion of revenue or other consideration received by Viking regarding or concerning the Site, any products or services

provided by Viking, including, but not limited to, any advertising revenue and member fees, if any, or other sources of funds generated by Viking.

### **3. Other Rights.**

You also agree to irrevocably waive: (i) any and all rights of privacy, publicity and other rights of a similar nature; (ii) any right to inspect and/or approve any use of your Work or any portion thereof; and (iii) any claim that any version of the Work or any portion thereof constitutes a distortion, mutilation or disparagement or contains unauthorized variations of the Work.

### **4. Advertising.**

You agree that Viking has the right to utilize your Work in any and all advertising, publicizing, exhibition, and/or other exploitation thereof in any manner and by any means and in connection with commercial advertising and publicity tie-ups without payment above or beyond what is agreed to in this Agreement.

### **5. Name and Likeness.**

Regarding or concerning the Rights under this Agreement Viking has the right to use and to license Owner's or Work creator's name, sobriquet, photograph, likeness, performance, voice, signature and/or caricature and appearance by any and all means in any and all mediums now know or hereafter devised throughout the universe in perpetuity.

### **6. Trademark.**

You grant to Viking a nonexclusive, royalty-free license to any and all rights associated with or encompassed in your trademarks, service marks, trade names, trade dress ("Business Rights") in association with you and your Work throughout the universe in perpetuity. Viking's exercise of its nonexclusive license to your Business Rights shall be at its sole and absolute discretion and authority and Viking shall have the right to sub-license this nonexclusive license to third parties. You agree not to assert any Business Rights you may have in your Work that may in any manner interfere with Viking's granted rights herein. Viking has the sole and absolute right, but not the obligation, to use your Business Rights in accordance with the terms of this Agreement and to register, protect, license to third parties for any purpose and enforce any Business Rights in and associated with your Work including, but not limited to, any names, titles, designs, drawings, graphics, illustrations, characters and character names.

### **7. Personal Information.**

You understand and agree that Viking may collect and use any and all personal information from you necessary to effectuate the terms of this Agreement.

### **8. Payment.**

If your Work generates revenue then Viking shall remit statements of gross revenue and all deductions for Expenses therefrom and Viking shall at such time pay such amounts to you as are

shown to be due (in accordance with this Agreement), twice a year, no more than forty-five (45) business days after the periods ending June 30th and December 31st. In the event there have been no gross revenue since the previous statement, Viking shall remit the next statement no later than on or about the anniversary date of the previous statement.

## **9. Termination.**

a) This Agreement will be effective as of the date Viking receives this Agreement signed by you and will remain effective until terminated by you or Viking as set forth below.

You may terminate this Agreement at any time, with or without cause by providing notice to Viking.

Viking may terminate this Agreement at any time, with or without cause by providing notice to you.

b) Upon termination of this Agreement for any reason, all Sections and terms of this Agreement shall survive any such termination *except* Section 1 b) (i) and Section 1 b) (ii) of this Agreement, which shall be terminated ten business days after the date Viking receives notice of termination from you, and which shall be considered the “effective termination date.” Termination of this Agreement will not affect any of the rights you have granted to your Work under the CC License. Such rights are irrevocable and survive termination of this Agreement for any reason, and Viking may continue to exercise any and all rights regarding or concerning your Work under the CC License. **All License Rights and all other rights, waivers, consents and covenants that you granted in your Work, including but not limited to under Section 1 of this Agreement, prior to the effective date of termination shall survive with respect to any commercialization or agreements to commercialize such Work that have been submitted to Viking for negotiation with third parties, or are being negotiated with third parties or have been commenced or entered into prior to the effective date of termination. Viking will continue to pay the License Fee, if any, owed to you under this Agreement for any such commercialization.**

c) You agree that Viking, in its sole and absolute discretion, may terminate any account (or any part thereof) you may have with us or your access to and use of the Site and remove and discard all or any part of your account or all or part of any Work or other content you submit, for any reason whatsoever in Viking’s sole and absolute discretion. Viking may also in its sole and absolute discretion and at any time discontinue providing access to the Site, or any part thereof, with or without notice. You agree that any termination of your access to the Site or any account you may have, Works, portion thereof or other content may be effected without prior notice, and you agree that Viking shall not be liable to you or any third party for any such termination.

## **10. Representations and Warranties.**

**a) You represent, warrant and agree that:**

You have the full right, power, legal capacity and authority to enter into and carry out the terms of this Agreement;

You have no agreement with or obligations to any third party with respect to the Work that might conflict or interfere with any of the provisions of this Agreement or the use or enjoyment by Viking of any of the Rights;

You have secured and will maintain all rights necessary for Viking to use, exploit and enjoy free from interference, the Rights granted herein without Viking being required to make any payments except as specifically provided herein;

Viking shall not be responsible for any claims and rights of owners of copyright in literary, dramatic, musical rights and other property or rights in or to all stories, plays, scripts, scenarios, themes, incidents, plots, characters, dialogue, music, words and other material of any nature whatsoever appearing, used or recorded in the Work;

Viking shall not be responsible for any claims and rights with respect to the use, distribution, performances, exhibition and exploitation of the Work, and any music contained therein;

Viking shall not be responsible for any costs of producing and completing the Work, except for as provided for in this Agreement;

There are not, and there will not be any outstanding liens, claims, charges, encumbrances, restrictions, agreements, commitments, arrangements whatsoever with any person, firm or corporation, or any obligation (past, present or future), or any defaults under, or breaches of, any contract, license or agreement which can, or will, in any way interfere with, impair, abrogate, or adversely or otherwise affect any of the rights granted to Viking under this Agreement, and that there are not and except for Expenses, there will not be any payments of any kind required to be made by Viking in respect, or as a result, of any use of the Work pursuant to the rights and licenses herein granted to Viking;

Neither the Work nor any part thereof, nor any materials contained therein or synchronized therewith, nor the title thereof, nor the exercise of any right, license or privilege herein granted, violates or will violate, or infringes or will infringe, any trademark, trade name, service mark contract, agreement, copyright (whether common law or statutory), patent, literary, artistic, dramatic, personal, private, civil or property right, right of privacy, right of publicity or "moral rights of authors" or any other rights whatsoever, or unfairly competes with, or slanders or libels (or constitutes a trade disparagement of), any person, firm, corporation, association or other entity whatsoever;

You have not sold, assigned, transferred or conveyed, and will not sell, assign, transfer or convey, to any party any right, title or interest in and to the Work or any part thereof, or in and to the dramatic or literary material upon which it is based, adverse to or in derogation of the rights granted to Viking in this Agreement;

You own and control, without any limitations or restrictions whatsoever except as specified herein, all necessary performance, synchronization, mechanical license and all other rights necessary to exploit the Rights granted to Viking, for any and all purposes licensed hereunder and by every means, method and device now or hereafter known or required for the full, complete and unlimited exercise and enjoyment by Viking of each and all of the Rights granted in this Agreement;

There are no restrictions which would or could prevent Viking from exploiting the Work by any of the media or means for which rights are granted to Viking hereunder and there are not and will not be any payments (out of any part of any revenues from the distribution of exploitation of the Work or otherwise) which must be made by Viking to any third party or to

other persons who participated in the Work, or to any union, guild or other labor organization for any right to exhibit the Work or as compensation in connection with such exhibition or for any other use of the Work or any of the rights therein and thereto granted hereunder, and Viking does not hereby become obligated to any guild, organization and any other third party;

You will not assert, or authorize or assist any third party to assert, any claim or allegation against, and covenant not to sue, Viking, its affiliates, licensors, licensees or any other third party based on any alleged infringement or other violation of any and all rights in your Work;

The copyrights in the literary, dramatic and musical materials upon which the Work is based, or which are contained in the Work, are and will be valid and subsisting throughout the universe;

There is not now outstanding any litigation or arbitration or threatened litigation or arbitration, or any claims, demands, investigations or threats of claims, with respect to the Work, the literary, dramatic or musical material upon which the Work is based or which is used therein, or the physical properties thereof. ;

**b) Viking warrants and represents that:**

It is a limited liability company with full right, power, legal capacity and authority to enter into and carry out the terms of this Agreement and it has no knowledge of any of its obligation that will interfere with its carrying out of such terms of this Agreement;

It will comply with all laws and regulations; and there is no outstanding litigation that would adversely impact or derogate Viking's ability to perform its obligations.

**11. Indemnification.**

a) Each party ("Indemnifying Party") hereby indemnifies, defends and holds harmless the other party and its affiliated and related entities, successors, licensees, assigns, and employees, agents, authorized representatives, officers and directors (collectively for the purposes of this Paragraph, an "Indemnified Party") from and against any and all liability, loss, damage, cost and expense, including, without limitation, reasonable outside attorney's fees (but excluding lost profits or consequential damages) arising out of any breach or alleged breach by a party of, or claim by a third party with respect to any warranty, representation or agreement made by the Indemnifying Party herein. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any claim to which the foregoing indemnification applies and the Indemnifying Party shall undertake, at its own cost and expense, the defense thereof. The Indemnified Party may, at its option, engage its own counsel and join in the defense thereof. If the Indemnifying Party fails to promptly appoint competent and experienced counsel, or if a conflict exists such that it is reasonably necessary for the Indemnified Party to have its own counsel, the Indemnified Party may engage its own counsel and the reasonable charges in connection therewith shall promptly be paid by the Indemnifying Party.

b) If the Indemnified Party settles or compromises any such suit, claim or proceeding, the amount thereof shall be charged to the Indemnifying Party, provided that the Indemnifying Party's reasonable prior written approval has been secured. The Indemnifying Party may not settle any such suit, claim or proceeding without the Indemnified Party's consent if such settlement would require the Indemnified Party to pay any money or to take, or refrain from taking, any action.

c) WITH THE EXCEPTION OF A PARTY'S INDEMNIFICATION OBLIGATIONS IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR HAVE A RIGHT AS AGAINST THE OTHER FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR EXEMPLARY/PUNITIVE DAMAGES, HOWEVER CAUSED AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## **12. Disclaimer.**

IT IS UNDERSTOOD AND AGREED THAT VIKING SHALL HAVE NO OBLIGATION TO ACCEPT ANY OF YOUR PROPERTY THAT YOU SUBMIT TO VIKING TO BE CONSIDERED AS WORK, TO RELEASE, DISTRIBUTE, EXPLOIT OR OTHERWISE MAKE USE OF ANY OF YOUR WORK OR ANY OTHER CONTENT YOU SUBMIT AS WORK. THE MATERIALS ON THE SITE, ANY PRODUCTS OR SERVICES AND ANYTHING FOUND IN OR ON THE SITE ARE PROVIDED "AS IS." TO THE FULLEST EXTENT AVAILABLE, VIKING MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND VIKING EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. FURTHER, VIKING DOES NOT WARRANT RESULTS OF USE OR THAT THE SITE IS BUG FREE OR ERROR FREE, OR THAT ITS USE WILL BE UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED. YOU BEAR ENTIRE RISK AS TO THE SITE, YOUR WORK AND THIS AGREEMENT. THIS LIMITATION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. ALL THE FOREGOING DISCLAIMERS ALSO APPLY IN FULL WITH RESPECT TO VIKING'S LICENSORS, SUPPLIERS, DISTRIBUTORS, CONTRACTORS AND AGENTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **13. Limitation of Liability.**

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL VIKING BE LIABLE TO YOU OR ANY OTHER PERSON (I) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER OR (II) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, AND COMPUTER FAILURE OR MALFUNCTION. VIKING'S LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF THE TOTAL FEES PAID BY YOU TO VIKING (IF ANY) OR \$100 (U.S.), EXCEPT WHERE NOT PERMITTED BY APPLICABLE LAW, IN WHICH CASE VIKING'S LIABILITY SHALL BE LIMITED TO THE MINIMUM AMOUNT PERMITTED BY SUCH APPLICABLE LAW. ALL THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF

VIKING HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. ALL THE FOREGOING LIMITATIONS ALSO APPLY WITH RESPECT TO VIKING'S SUPPLIERS, LICENSORS, DISTRIBUTORS, CONTRACTORS AND AGENTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

#### **14. Enforcement of Rights.**

Viking is not obligated to enforce the terms of the CC License or this Agreement against any third party or sue any third party for infringement or other violation of rights in any Work or other content. If Viking becomes aware of a violation of the CC License or this Agreement or an infringement or other violation of a Work, Viking may, in its discretion and at its expense, take any action, including filing a lawsuit, to enforce the CC License, this Agreement and/or rights in the Work. Viking may require your cooperation to do so. You are not obligated to cooperate, but if you do not cooperate Viking may not be able to take action.

#### **15. Additional Terms.**

- a) Your use of the Site, Site content and all Works published on the Site (other than your own Work) is subject to the Site [Terms of Use](#), Privacy Policy, the Rules and the [CC License](#), as applicable, which are hereby incorporated herein by reference. In the event of a conflict between this Agreement, the Privacy Policy and the Terms of Use, this Agreement shall take precedence.
- b) You must be, and represent and warrant that you are, the age of majority in the state in which you reside to participate on the Site and under this Agreement.
- c) In submitting content for publication as a Work and performing under this Agreement, you agree to comply with all applicable laws, statutes, rules, regulations and guidelines, all contracts to which you are a party, and all fiduciary obligations you may have (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- d) The nature of the Site is interactive and public. By submitting and/or posting your Work to the Site, you understand and acknowledge that your Work and any materials, ideas or other communications you transmit in any manner and for any reason in connection therewith will not be treated as confidential or proprietary. Further, you acknowledge and agree that from time to time two people may develop the same concept or idea at the same time, and that to the extent that your Work or other submission contains any ideas, concepts, techniques, procedures, methods, systems, or other materials independently created by Viking or any third party, these items may be used by Viking, its licensees and third parties anywhere, anytime, and for any reason whatsoever without obligation to you.

#### **16. Miscellaneous.**

(a) No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Viking in any respect whatsoever;

(b) The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder;

(c) If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable;

(d) This Agreement is not assignable, transferable or sub-licensable by you except with Viking's prior written consent;

(e) Viking may transfer, assign or delegate this Agreement and its rights and obligations without consent;

(f) The controlling language of this Agreement is English;

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in Fayette County, Kentucky, USA in all disputes arising out of or related to the use of the Site or Service;

(h) Nothing contained in this Agreement should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Viking;

(i) both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement and, except as otherwise provided herein, that all modifications must be in writing;

(j) you agree to execute any other documents and take any actions requested by Viking to confirm and effectuate the intent of this Agreement and any of your rights or obligations hereunder or assist Viking in exercising its rights in this Agreement;

(k) this is the entire agreement between you and Viking relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

AGREED TO AND ACCEPTED:

\_\_\_\_\_  
Owner

\_\_\_\_\_  
for Viking Productions, Inc.

\_\_\_\_\_  
Print Name

Its: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

02/02/2011 v.2

Mail Contracts to:

Jeremy Hanke  
C/o Viking Productions, Inc.  
3351 Cove Lake Drive, Suite #66  
Lexington, KY 40515

Email Legally Signed .PDFs to:  
[jhanke@worldofdepleted.com](mailto:jhanke@worldofdepleted.com)