

Teacher Agreement: Dave Soltura 1.6.22

ONGOING TEACHER AGREEMENT

This agreement ("Agreement") is entered into by and between undersigned individual ("Lecturer") and Vox Pop Entertainment, Inc., a California corporation with its principal place of business at 4111 West Alameda Avenue, Suite 505, Burbank, California 91505 ("Company") in connection with the online interactive course(s) conducted by Lecturer for Company's Character Acting Academy (collectively and individually, the "Course") to be offered via Company's website as further set forth below. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

4. Course.

- 1.1 Lecturer agrees to provide services as a teacher in connection with the following Course(s) (the "Services"): **Accent Edge: Neutral American Accent for Filipinos**. The Services shall include lecturing and interacting with students during each relevant Course's class time, assigning and reviewing homework, and any other services that similarly situated teachers provide.
- 1.2 Lecturer agrees to provide the Services on the following schedule:
Manila Time: 10 Saturdays, January 8 - February 12, 2022, 10:00-11:00am
Pacific Time: 10 Fridays, January 7 - February 11, 2022, 6:00-7:00pm
- 1.3 Prior to the commencement of Services, Lecturer shall download Zoom and ensure that the application is in working order on Lecturer's device, and that Lecturer has a working webcam. Lecturer agrees that Company shall host and record classes using Company's Zoom account, (the "Recording"). Lecturer acknowledges and agrees that the Recording is of the essence of this Agreement, and that the Recordings may be sold by Company and may be utilized in all media, worldwide, in perpetuity.

5. Grant of Rights.

- 2.1 Lecturer agrees that Company and each of its affiliates and assigns (including, without limitation, event and program sponsors, advertisers, and marketing partners) may tape, photograph, and record Lecturer and the Course, and may record Lecturer's voice (actual or performative), conversation, and sounds, and any and all other activity and results thereof (including, but not limited to, quotes, paraphrases, performance of musical composition, art, drawing, and/or work that Lecturer may create in any such recording) (Lecturer's "Participation"). Lecturer hereby irrevocably agrees that Company may use and authorize others to use all or any part of Lecturer's name, voice, likeness (including any still photographs), biographical or personal information, statements and/or any other material and editorial comments concerning Lecturer that may have been provided to Company (collectively, "Likeness"). Lecturer further acknowledges and irrevocably agrees that Company may edit the Course and the Recording in Company's sole discretion; and use or authorize the use of my Participation and/or Likeness as contained in the Recording on Company's website, and for the advertising, publicity, promotional and commercial tie-in purposes, exploitation and/or use in connection with the Course and/or Recording, all allied ancillary and subsidiary rights therein and thereto, as well as in or in connection with promotional materials for Company and Company's programming services and/or activities, in all media (now known or hereafter devised) throughout the universe in perpetuity.
- 2.2 Lecturer agrees to provide Company with a reasonable amount of photographs, videos, biographical information, and preferred or recent characters (collectively, "Lecturer-Provided Materials"). Company shall be entitled to utilize such Lecturer-Provided Materials in order to create promotions for the Course. Provided Lecturer timely submits such Lecturer-Provided Materials, Company shall not use photographs, videos, and biographical information other than that contained in the Lecturer-Provided Materials furnished (except that Company may update professional credits) without Lecturer's prior approval (which approval shall not be unreasonably withheld or delayed). With respect to use by Company of Lecturer's photograph(s)/image, likeness, and/or biography in connection with publicity and/or promotion of the Course and/or elements thereof, Participant shall have the following rights of approval, such approval not to be unreasonably or untimely withheld:
 - 2.2.1 Lecturer must approve, or provide reasonable comments to the promotional

materials, within two (2) business days from receipt (the "Approval Period").

- 2.2.2 In the event that Lecturer does not provide notes or comments to the promotional materials within the Approval Period, then such materials shall be deemed approved.
- 2.2.3 In the event that Lecturer does not provide Company with Lecturer-Provided Materials within two (2) business days from Company's request for same, then Company shall be entitled to utilize photographs, videos, and biographical information that is independently obtained by Company.

6. Ownership/Proceeds.

Any and all rights (e.g., copyright, droit moral, lending rights, etc.) in and to the Course and Recording, all services rendered, the results and proceeds of all such services, all contributions made hereunder, any materials developed or produced hereunder, and all elements related thereto (collectively, the "Materials") shall be owned and controlled solely and exclusively by Company in all media (now known or hereafter devised) throughout the universe in perpetuity. The Materials shall be considered a "work made for hire" under U.S. Copyright Laws and equivalent foreign laws in favor of Company. If any such Materials are not considered "works made for hire," Lecturer hereby irrevocably and perpetually assigns any and all of Lecturer's right, title and interest in and to any and all Materials to Company. Lecturer hereby waives the benefits of any provision of law known as "droit moral" or any similar law in any country of the world and agrees not to institute or permit any action or lawsuit on the ground that the Course and/or the exercise of any rights granted herein in any way constitute an infringement of any "droit moral." Any licensing, sale, assignment, grant or other disposition or exercise of rights with respect to the Course and/or any copyrights therein, or with respect to any rights derived therefrom or ancillary thereto, shall be under the sole control of Company.

7. Compensation.

- 4.1 In full consideration of the services rendered, and provided that Lecturer is not in breach or default of this Agreement, Lecturer shall receive a fee in the amount of **50% of collected tuitions** for the Course entitled **Accent Edge: Neutral American Accent for Filipinis** (the "Fee");
- 4.2 Lecturer agrees to supply Company with a valid W-9 in order to receive the Fee. Lecturer understands and agrees that Lecturer is an independent contractor and is responsible for paying all applicable taxes that may be imposed on the Fees, goods, services or other valuable consideration that Lecturer may receive hereunder, and Lecturer releases and indemnifies Company from any liability therefor.

5. Confidentiality.

Lecturer shall, at all times, keep in confidence and shall not use for Lecturer or others (other than in connection with the business or affairs of Company hereunder), and shall not divulge to others, any secret or confidential information, knowledge or data of Company or of any clients of Company obtained by Lecturer as a result of its services hereunder and/or this Agreement unless expressly authorized by Company or required by law. The covenants set forth in this paragraph shall survive the termination and/or expiration of the Agreement.

6. Non-Disparagement.

Lecturer agrees that, except as otherwise required by law, Lecturer shall not, directly or indirectly, publicly or privately, in any manner publish or make known to any other person or entity, either verbally or in writing, any comment or statement which is disparaging about, which discredits or shows disrespect for, or which casts in a negative light, Company or its products or services or any of its present or former affiliates, or its or their officers, directors, stockholders or employees in such capacities or personally.

7. Representations and Warranties. Lecturer hereby represents and warrants that (i) it has the full right and authority to enter into this Agreement, to grant the rights herein, to perform the services and obligations set forth hereunder and to make the representations and warranties set forth herein; (ii) it has not made or assumed and will not hereafter make or assume any commitment, agreement, grant or obligation that will or might conflict with its obligations hereunder; and (iii) it has not optioned, granted, assigned or conveyed the rights granted herein, to any third party or taken or authorized any action which could in any way impair, limit, diminish or infringe upon the rights granted hereunder.

8. Indemnification.



Lecturer hereby agrees to indemnify and hold Company, any third party affiliates of Company, and all Course distributors, and the owners, directors, officers, employees, agents, parents, subsidiaries, affiliates, successors, licensees and assigns of each (collectively, the "Indemnified Parties") harmless from and against any and all third party loss, damage, liability, cost, and expense, including reasonable outside attorneys' fees, incurred by any Indemnified Party as a result of, arising out of, or in connection with Lecturer's breach of any term of this Agreement, including but not limited to any breaches of Lecturer's representations, warranties or covenants hereunder. The provisions of this Section shall survive the expiration or termination of this Agreement.

9. To the fullest extent permitted by law, should Company breach this Agreement, during the Term, Lecturer shall be limited to seeking monetary damages only, and shall not be entitled to seek or obtain injunctive or other equitable relief.
10. Assignment.
Company may freely assign, license or otherwise transfer this Agreement, in whole or in part, to any person, firm, corporation or other entity. Lecturer may not assign this Agreement, in whole or in part, to any other person, firm, corporation or other entity without Company's prior written consent.
11. Governing Law.
This Agreement shall be governed by and construed in accordance with the internal law of the State of California applicable to agreements made and to be wholly performed therein without reference to conflicts of law principles. The parties agree that any matter arising under this Agreement shall be finally adjudged or determined in any courts of Los Angeles, California, or of the United States of America having jurisdiction in Los Angeles, California, and the parties hereby submit generally and unconditionally to the exclusive jurisdiction of such courts and in any of them in respect of such matter.
12. Additional Agreements:
Lecturer agrees to be present at all classes, and to run the class in the event of Eliza Jane Schneider's absence.
Company does not certify Course or grant permission for Course to be used as a part of any teacher training or other certification.
13. Miscellaneous.
This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof, supersedes any prior or contemporaneous understandings and/or agreements (whether oral or written), and may not be altered or amended except as mutually agreed in writing by the parties. If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof. No waiver of any breach hereof shall be deemed a waiver of any other breach hereof. Notwithstanding the foregoing, Lecturer hereby agrees to execute any such further documents as reasonably requested by Company in order to effectuate any of the rights and/or agreements made herein. Nothing contained in this Agreement shall constitute a partnership or joint venture by the parties hereto or constitute either party an agent of the other. Digital and/or emailed signatures shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

ACCEPTED AND AGREED:

Signed Date:



X



Signature Certificate

Document name: Teacher Agreement: Dave Soltura 1.6.22

🔒 Unique Document ID: 6945B368B4BE58356DEB27CBFC57CC62DA412AB8

LEGALLY SIGNED USING
WPsignature
Build. Track. Sign Contracts.

Timestamp

June 3, 2021 7:40 pm PDT

Audit

Teacher Agreement: Dave Soltura 1.6.22 Uploaded by
Client LeTest - clientetest@gmail.com IP
108.249.111.35



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

Page 5 of 5