

**CREDREEL PUBLISHING AGREEMENT BETWEEN  
THiNKaha® AND Expert**

AGREEMENT made by and between an individual accepting the agreement (hereinafter referred to as "Expert"), their heirs, executors, administrators, successors and assigns;

And THiNKaha, Inc., a corporation of the State of California (DBA AHAtthat) with its principal offices at 20660 Stevens Creek Blvd., Suite 210, Cupertino, CA 95014 USA (hereinafter referred to as "Publisher"), its successors and assigns;

Concerning the creation of video, audio and written content developed to produce the Expert's credibility sizzle reel "credreel" (hereinafter referred to as the "Work").

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. The Grant and the Territory

The Expert grants to the Publisher and its licensees the permission to market and promote the Work however, whenever and wherever the Publisher shall so desire.

2. Non-Exclusive Use of Expert's Name

The Publisher shall have the right to use, and to license others to use, the Expert's name, likeness and biographical material (including, but not limited to photos, audio clips, video clips, etc.) for the purpose of advertising, publishing and promoting the Work.

3. Non-Exclusive Use of credreel

The Expert has the right to use the entire credreel in any location he or she would like. The Expert is allowed to use edited portions of the credreel as long as the edited portions do not change the context of the original credreel.

4. Rescheduling

A. The Publisher uses a calendar tool which the Expert can use to reschedule the interview time and date up until 48 hours prior to a scheduled time for any reason. In the event that Expert needs to reschedule prior to Publisher commencing to provide the Work, Expert can just click on the reschedule button on the calendar tool.

B. The Expert may reschedule up to 3 times.

C. If Expert misses the schedule of the interview without informing Publisher, Expert will incur a \$97 fee.

5. Canceling

The Expert has the right to cancel this Agreement by any means and for any reason prior to Publisher commencing to provide the Work for a 100 percent refund within seven days prior to a schedule; or a 50 percent refund if cancellation is done less than three days prior to a schedule; or a 25 percent refund if done prior to delivery of credreel.

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6. Retakes

- A. If the Expert pays the list price, Expert gets one free retake.
- B. If the Expert pays at a discounted price, Expert will incur a cost of \$197 per retake.

7. Intro/Outro Content

The standard intro/outro content will be added to the credreel that is shot. Expert can suggest a change to the intro/outro. The decision of whether to incorporate that change is 100 percent up to the Publisher.

8. Right of Refusal

If the Publisher deems that the quality of the interview or the merits of the Expert does not live up to the standards that the Publisher wants to publish, then the Publisher has the right to refuse publishing of a credreel. If refusal is made prior to the interview, 90 percent of a payment will be refunded. If refusal is made after the interview, 50 percent of a payment will be refunded.

9. Entire Agreement

This Agreement contains the entire understanding between Publisher and Expert. This Agreement supersedes all prior and contemporaneous agreements, proposals and communications between the parties. This Agreement may be modified only by writings duly signed by authorized representatives of both parties or confirmed emails by both parties. A party may waive any provision of this Agreement if done so in writing and signed by an authorized representative of said party. A party's waiver of any provision of this Agreement does not constitute a waiver of any other provision contained herein.

**Expert or Expert's Agent**

Name: \_\_\_\_\_

(Signed):: \_\_\_\_\_