

PAR MEDIA & VIDEOGRAPHER CONTRACT

THIS AGREEMENT made this _____ day of _____

BETWEEN:

PickaRestaurant.com /Perfect Meals/Rated Magazine/Parent: Diskman Software, Inc.
(a Delaware Corp)
(Hereinafter referred to as " **PAR Media**"),
- and -

(Hereinafter referred to as "the Videographer")

WHEREAS the Videographer, as the sole owner or co-owner, has the rights to exhibit throughout the world the film, video, or new media work described as follows:

Title: " _____ " being a completed work in video, film, or new media;

1. TERM: The initial term of this agreement shall remain effective for (3) three years after the signing date of the agreement. Either PAR MEDIA or the Videographer, without cause, thereafter may terminate the term within 30 days written notice of the expiration of the three-year anniversary. Upon termination, PAR MEDIA will remove the Videographer video (hereinafter referred to as "Videos"), within 30 days of receiving the termination notice. Until said Videos have been removed from the site, both PAR MEDIA and the Videographer will be entitled to the compensation outlined in this agreement. If neither party terminates the contracts the compensation outlined in this agreement shall remain indefinitely.

2. GRANT OF AUTHORITY: The Videographer hereby appoints PAR Media as a non-exclusive sales agent to license royalty free Video to third parties within the context of PAR Media's business. By sending the included videos, the Videographer warrants and represents that he or she is the sole and exclusive owner of all videos delivered to PAR Media, both now and in the future. The Videographer warrants and represents that he or she has the unrestricted right to license the said Video. PAR Media is appointed sales agent only, and in no way may claim ownership or any interest in the Videographer's Video footage. In the event of bankruptcy or any other liabilities incurred by PAR Media, the Video owned by the Videographer shall not be represented as an asset of PAR Media or offered as any type of security on behalf of PAR Media.

3. RESPONSIBILITY FOR INFORMATION: The Videographer agrees to assume all responsibility for any and all claims resulting from information supplied to PAR Media that the Videographer knew or had reason to know was erroneous and inaccurate regarding its ownership, caption information and/or model releases for all Video submitted to PAR Media. The Videographer warrants that he or she has a signed model release for all persons appearing in the Video submitted to PAR Media. The Videographer agrees to deliver to PAR Media copies of all model releases that are specifically requested by PAR Media. The Videographer also warrants

that the Video delivered to PAR Media do not knowingly infringe any copyright, trademark, right of privacy or publicity, and do not knowingly defame any third party.

4. VIDEO SUBMISSION APPROVAL: All Video submitted by the Videographer are subject to PAR Media approval before being eligible for sale. PAR Media reserves the right to edit/modify/delete all content submitted by the Videographer including, but not limited to, video size, aspect ratio, file size, accompanying caption or description, and PAR Media photo categories and/or locations.

5. MEMBER RECORD: The Videographer acknowledges that he or she will be responsible for all Video that are submitted. Each member should have a PayPal Account. It is the responsibility of the Videographer to keep his/her PayPal up-to-date and accurate, including any changes in contact information, such as a change of address or change of legal name; failure to do so could result in missed payment and/or immediate contract suspension or termination.

6. PROMOTION: From time to time, the Videographer authorizes use of his or her Video in PAR Media advertising and promotion without compensation to the Videographer.

7. CONTRACTUAL ARRANGEMENT:

(a) For the duration of this agreement, the Videographer grants PAR Media the license and permission to sell Video on the Videographer's behalf via the PAR Media websites including , but not limited to <http://www.ChefVideo.tv>, <http://www.PickaRestaurant.com> , <http://www.BigBowlRecipes.com> , <http://www.PerfectMealsTV.com> , <http://www.RatedMagazine.com> . The Video shall be sold worldwide on a royalty-free basis, thus permitting PAR Media clients to use the Video indefinitely, for multiple projects, and on multiple occasions.

(b) The Videographer agrees to the following uses of the Video:

Permitted Uses Licensees may:

- Use PAR Media Video for personal and professional (client) projects including printed materials, packaging, presentations, videos and websites.
- Transfer files containing Video to their clients, printers, or ISP for the purpose of instructional training video, provided that such parties shall have no further rights to use the Video.
- Use PAR Media Video in advertisements, marketing and promotional materials.
- Make prints (i.e. hard copies) and reproductions for personal use.
- Alter, crop and manipulate PAR Media Video.

Prohibited Uses Licensees may NOT:

- Resell, sublicense, rent or loan PAR Media Video.
- Use PAR Media Video in any posters, or other items for resale.
- Use PAR Media Video in any logo or part of any trademark or service mark.
- Publish PAR Media Video online in a downloadable format.
- Use PAR Media Video to defame any person.
- Use PAR Media Video in connection with pornographic, obscene, immoral, or illegal materials.

· Use PAR Media Video in templates for resale, including website templates, Flash templates and brochure design templates.

- (c) PAR Media shall receive as its compensation a commission equal to fifty per cent (50%) of the total fees billed and collected by PAR Media, the balance being due to the Videographer. The total fees will be the amount placed in the shopping cart by the third party purchaser.
- (d) Rich Media ads, Banner Ads and site sponsor ads displayed throughout the site, which may or may not be displayed at time of purchase, are not to be included, as part of the Total Fees owed Videographer.
- (e) Payment shall be made by PAR Media to the Videographer, in USD funds, no later than ninety (90) days from the date PAR Media receives payment from its client or until the amount accrued to a minimum of \$25. A sales statement listing all collected sales with the appropriate sum will be included with any payments. All payments will be made to noted PayPal account of the Videographer. Payments by check will be held to fund accrue to \$50.
- (f) If revenue is earned after the expiration of this agreement (and its extensions or renewals), but as a result of activity on PAR Media's part during the term of this agreement, its renewals and extensions, the Videographer shall continue to receive his/her share of earnings and PAR Media shall be entitled to commissions described above.

8. LOSS, DESTRUCTION AND LIABILITY: PAR Media shall not, at any time, be held responsible for the loss, destruction or unauthorized/unintended use of the Video by any user. The Videographer accepts that the PAR Media.com website and the information, services, software and products within are provided on an 'as is' and 'as available' basis, with no warranties whatsoever.

9. ASSIGNMENT/BINDING AGREEMENT: This agreement may not be assigned by the videographer, either voluntarily or by operation of law, without the prior written consent of PAR Media. This agreement shall be binding upon the Videographer, and their respective heirs, executors, administrators, successors, and assigns. In the event of the Videographer's death, his or her estate or heirs or successors shall be bound by the terms of this agreement. The Videographer's estate shall then receive the payments which would have accrued to the Videographer, upon providing PAR Media with proper written authority, legally recognized, as to whom payments are to be made. This agreement may be assigned by the PAR Media in the event of the PAR Medias sale or acquisition. This agreement shall be binding upon the PAR Media, and their respective heirs, executors, administrators, successors, and assigns.

10. AMENDMENTS: This agreement incorporates the entire understanding of the parties and may not be amended, modified or changed in any respect unless the change is reduced to writing and signed by each of the parties hereto.

11. ARBITRATION: This agreement is executed and is intended to be performed in the State of Texas, and the laws of the State of Texas shall govern its interpretation and effect. Any controversy or claim arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in Dallas, Texas. If the two parties are unable to agree to arbitration terms within 30 days of initial notification that a dispute exists, judgment on any arbitration award may be entered in any court having jurisdiction.

12. ACKNOWLEDGMENT: I, the Videographer, acknowledge that I have read and understand this agreement, in its entirety. By signing this agreement, I agree to be bound by the terms and conditions of the agreement.

IN WITNESS WHEREOF the parties have executed this agreement on the day and date first set forth above.

/ /

Videographer

Date:

VIDEOGRAPHER CONTACT INFORMATION

First Name: _____ Middle Initial: _____

Last Name: _____

Address: _____

City: _____

Province/State: _____ Postal/Zip Code: _____

Phone Number: () _____ Alt Phone Number: () _____

Email Address: _____

Website (if applicable) _____

Payment Information:

Make Checks Payable to:

Personal: _____ SS# _____

Company: _____ TaxID# _____

Address: _____

C/S/Z: _____

PayPal Account Address: _____

Please sign and Return to:

PickaRestaurant.com
3519 Dickason Studio G
Dallas Texas 75219