

## Podcast Guest Agreement

Date Updated: 10/3/22

You (the "Podcast Guest") understand that by scheduling and recording to be a guest on MANIFESTIVAL™ (the "Podcast") with Haseya ("Company"), Podcast Guest voluntarily agrees to abide by this Podcast Guest Agreement (this "Agreement").

### Podcast Interview Details

- The podcast interview will be held on a date and time as mutually agreed upon by the Parties (the "Interview").
- Podcast Guest must have a strong WiFi connection and be in a quiet room for best audio and video quality. It is also recommended that you use a microphone and headphones if you have them.
- Podcast Guest shall provide Company an approved biography and headshot of Podcast Guest for Company's use at the time the recording is being scheduled. The release date for Podcast Guest's Interview shall be determined at the sole discretion of Company.

### Intellectual Property Rights

- Work Made for Hire. Company is and will be the sole and exclusive owner of all right, title, and interest in and to the Interview, the podcast episode, and all creative works created under this Agreement, unless otherwise specified (collectively, the "Works"), including all copyrights and other intellectual property rights therein, in perpetuity throughout the universe. In furtherance of the foregoing, Podcast Guest agrees that the Works are works made for hire for Company as defined in Section 101 of the Copyright Act of 1976.
- Assignment of Rights. To the extent any Work does not qualify as work made for hire, Contractor hereby irrevocably assigns, transfers, and otherwise conveys to Client throughout the universe, all right, title, and interest in and to such Work, including all copyrights and other intellectual property rights therein, including all registration, renewal, and reversion rights, and the right to register and sue to enforce such copyrights against infringers.
- Right to Modify. Company's rights in the Works include the right to change, edit, and rearrange the Works, and subtract from, add to, and combine the Works with any other material, in whole or in part as Company determines in its sole discretion. Podcast Guest has no right to review or approve the Works before they are used by Company.
- Use of Podcast Guest's Image and Voice. Podcast Guest grants Company permission to use Podcast Guest's image, voice, and intellectual property in the content without approval before publishing.
- Future Use of Content. Company may use any content from the Interview at any point in the future and in any medium.

### Podcast Guest's Representation

Podcast Guest represents Interview will not include any content that will infringe on any third party's intellectual property rights.

**Company's Rights.** Podcast Guest grants their irrevocable consent to Company to have the perpetual rights to:

- Publicize Podcast Guest's participation in the Podcast and the Interview in a manner of its choosing, including using Podcast Guest's approved biography and headshot both before and perpetually after the Interview, including in the Podcast show notes.
- Record, reproduce, edit, alter, otherwise modify, or transmit an audio or visual of the Interview for any business purposes Company may deem fit, without any right to review or approve.
- Accept podcast sponsorships as deemed appropriate by Company without any compensation.

### **Independent Contractor**

Podcast Guest is providing the services and granting additional rights to Company under this Agreement in the capacity of an independent contractor and not as an employee or agent of Company.

### **Waiver and Release of Liability**

Podcast Guest fully and forever releases and discharges Company, its affiliates, successors, assigns, agents, consultants, representatives, employees, volunteers, and licensees from any and all injuries (including death), losses, damages, claims, demands, lawsuits, expenses, and any other liability of any kind, personal, property, or any other person, directly or indirectly arising out of or in connection with participation in the Interview, whether such claims arise from negligence, breach of any duty imposed by law, mistake or error in judgment, or from any other cause, and whether such claims are known or unknown, or suspected or unsuspected.

### **Indemnification**

Podcast Guest shall indemnify, defend, and hold harmless Company, from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising out of or in connection with participation in the Interview.

### **Dispute Resolution**

In the unlikely event of a dispute arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination, and including any non-contractual claims (whether in tort or otherwise) ("Dispute"), the parties shall endeavor to reach a resolution of the Dispute satisfactory to both parties. Either party may commence such process by requesting a meeting with the other party, which may take place in person, or remotely.

If such Dispute is not resolved within 90 calendar days of the meeting between the party taking place (or if, for any reason, such meeting does not take place within 30 days of either party requesting the meeting (or such longer period as may be agreed between the parties), then the Dispute shall be resolved by binding arbitration or by filing a legal action in a court of competent jurisdiction in the State of Arizona.

### **Choice of Law**

This Agreement shall be governed by the laws of the State of Arizona without regard to its conflicts of law provisions. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Arizona, in the County of Maricopa.

### **Severability**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such provision had never comprised a part of this Agreement.

**Entire Agreement**

This Agreement represents the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings between the parties.

YOU HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS.