

## Cagle Cartoons, Inc., Letter of Agreement

Service Agreement Dated November 14, 2015, by and between Phil Kerpen (Columnist) and Cagle Cartoons, Inc. (Cagle).

1. Columnist agrees to provide columns during the term of this Agreement to Cagle and grants Cagle agency rights to translate, alter, resell, license and sublicense works by the Columnist to any and all media, print and electronic. Other works by the Columnist, that would not be considered "columns" and are not delivered to Cagle by Columnist, are not subject to this Agreement. Columnist retains the copyrights in all columns, and retains the right to reuse and republish columns provided to Cagle under this Agreement, in collective works, compilations or derivative works, such as a book in which a collection of columns are reprinted with or without revisions.
2. Columnist shall provide columns to Cagle in a manner agreed to by both parties.
3. Cagle will feature the columnist and columns on its Web sites and may make the columns available to newspapers and other media to reprint; this display and distribution constitutes full consideration for the use of columnist's columns during the term of this Agreement.
4. This Agreement shall continue in effect on the same terms and conditions until terminated. Either party may terminate this Agreement by giving written notice to the other party, at any time, the Agreement will terminate sixty days after receipt of such written notice.
5. Columnist warrants that he/she has sufficient rights in and to the columns, or has obtained appropriate permissions to grant the rights set forth in this Agreement. Columnist warrants that his/her columns do not infringe upon the copyright, trademark or other rights of any third parties; Columnist will hold Cagle harmless from any costs or damages that Cagle suffers as a result of a breach or alleged breach of this warranty.
6. Columnist agrees to keep confidential any information relating to or disclosed during the term of this Agreement that should reasonably be understood to be confidential or proprietary. Confidential information includes, but is not limited to, the terms of this Agreement, information about Cagle's technical processes, clients, product designs, sales, costs or other unpublished financial information, product and business plans, projections and marketing data.
7. The place of performance of this Agreement shall be considered to be Santa Barbara, California, U.S.A or whatever the business address of Cagle Cartoons, Inc. is at the time. Columnist agrees that any suit, action or proceeding brought by him against Cagle shall be instituted in a state or federal court sitting in Santa Barbara, California, or such other location of the principal office of the Company as identified by the Company from time to time. If Columnist brings any suit, action or proceeding in any other jurisdiction, the covenants contained in this Agreement may be pleaded as a complete defense to the jurisdiction of the court wherein the action may be brought, and will constitute grounds for dismissal with prejudice of such suit, action or proceeding.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without reference to conflict of law rules and principles. This is the entire agreement of Cagle and the Columnist regarding the subject matter hereof and cannot be amended or modified except in writing, signed by Cagle and the Columnist.

BY: Phil Kerpen DATE: March 16, 2018  
Phil Kerpen, Columnist

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Daryl Cagle, President, Cagle Cartoons, Inc.