**Endorsement contract— Basketball player**

**ENDORSEMENT CONTRACT**

The following terms constitute the agreement (“Agreement”) between *[name of company]*, a California corporation (“Company”), whose main office is located at *[address of company]*, and *[name of sponsor]* (“Sponsor”), who resides at *[address of sponsor]*, in connection with the promotion of Company's products, including its Web site and software related to the same (collectively, the “Products”).

Company brokers a wide selection of products to customers via the use of a Web site operated by proprietary software; and Sponsor desires to personally endorse the Products under the terms provided below.

In consideration of the premises and the mutual covenants provided in this agreement, Company and Sponsor agree as follows:

TERMS AND CONDITIONS

1. TERM.

(a) First Term.The initial term of the Agreement will commence on *[commencement date of initial term of agreement]* (the “Commencement Date”), and will continue thereafter in full force and effect for a period of *[number of years]* years from the first use by Company of any of the Promotions (as defined below) (“First Term”).

(b) Option.Company will have the right, at its sole discretion, to extend the term of the Agreement, upon all of the same terms and conditions as stated in this agreement, except as otherwise specifically set forth in this agreement for an additional period of one year (“Option Term”), commencing immediately upon the expiration of the First Term, by giving written notice to Sponsor to such effect no later than *[number of days]* days prior to the end of the First Term.

2. SERVICES.

(a) Promotions.Company will have the right to utilize Sponsor's services in connection with the following promotional activities (collectively, “Promotions”) as follows:

(i) during each year of the First Term and once during the Option Term (if exercised by Company) for up to *[number of hours]*-hour days, including productive and unproductive time, exclusive of travel and rehearsals, in connection with the production of television commercials and all revisions and remakes of them as Company requires. Company will have the right to make or cause to be made such number of additional television commercials as it may elect by editing, dubbing, adding to, subtracting from and integrating any or all of Sponsor's performances under this Agreement;

(ii) during each year of the First Term and the Option Term (if exercised by Company) for up to *[number of total hours]* total hours, exclusive of travel and rehearsals, in connection with the production of radio advertisements and all revisions and remakes of them as Company requires. Company will have the right to make or cause to be made such number of additional radio advertisements as it may elect by editing, dubbing, adding to, subtracting from and integrating any or all of Sponsor's performances under this Agreement;

(iii) during each year of the First Term and the Option Term (if exercised by Company) for *[number of hours]* hours, exclusive of travel, in connection with the shooting of promotional photographs;

(iv) during each year of the First Term and the Option Term (if exercised by Company) for *[number of hours]*-hour days, exclusive of travel, for appearances at promotional events, but expressly excluding public speaking engagements;

(v) if Company supplies Sponsor with properly fitting Company apparel (hats, t-shirts, etc.) (“Apparel”), which Sponsor, in his reasonable opinion, finds suitable, Sponsor will use *[his/her]* best efforts to periodically wear such Apparel in public forums. Company will pay all charges in connection with the delivery of Apparel to Sponsor, including shipping charges, air freight charges, and customs charges. Notwithstanding anything to the contrary stated in this agreement, Company recognizes that this Agreement is not exclusive and that Sponsor will be able to wear other noncompeting apparel in public forums; and

(vi) the parties agree that Company may engage Sponsor to provide additional services in connection with Company's Products, and the scope of these services and compensation therefore are to be negotiated in good faith and agreed upon by the parties. Neither party is obligated, however, to request or provide any further services.

(b) Work Sessions and Rehearsals.The parties acknowledge that the Sponsor is a professional basketball player, and as a result, his scheduling flexibility is limited by the National Basketball Association (“NBA”) schedule. However, Sponsor agrees to use *[his/her]* best efforts to be available at the times and places requested by Company. Subject to the preceding understanding as to the NBA schedule, Company will provide Sponsor with reasonable notice of the designated times and dates on which Sponsor's services are required (but not less than *[number of hours]* hours' notice). Sponsor will notify Company promptly thereafter of Sponsor's unavailability due to a prior bona fide contractual commitment or illness that would prevent Sponsor from rendering services under this Agreement, and in such event, Company will reschedule the initial time and date for such other time and date as Company designates based upon Sponsor's availability. Sponsor agrees to attend all customary and reasonable rehearsals as Company may request, on such dates and at such times and places as mutually agreeable to both parties, to attend such rerecording sessions as Company may request in connection with the Advertisements in which Sponsor originally rendered services, and to render services as provided in this agreement in a first-class, competent and painstaking manner as directed by Company. Sponsor further agrees that his services will be subject to Company's direction and control at all times and that Sponsor will promptly comply with whatever reasonable instructions, suggestions and recommendations that Company may give Sponsor in connection with the rendition of such services.

3. OWNERSHIP, USE AND TERRITORY.

(a) All materials and performances produced in connection with this Agreement, including advertising ideas, phrases or words, will be and remain the absolute and exclusive property of Company forever. Sponsor acknowledges that he does not now have, nor will have in the future, any right, title or interest of any kind or nature in such materials or performances, or in or to any component, part, element, character or characterization thereof.

(b) Except as otherwise provided in this agreement, Company will have the full and complete right during the term of this agreement, to broadcast, use, reproduce, publish, copyright, and/or exhibit the Promotions, and any versions or revisions of the Promotions, whether produced in the First Term or the Option Term, throughout the world (“Territory”), including the right to use the same at any meetings, conventions or the like.

4. CONSIDERATION.

(a) For the making and use of the Promotions during the First Term, Company agrees to convey to Sponsor an option to purchase *[number of shares]* shares of stock in Company at an exercise price of *[number of cents]* cents per share. The option will be granted pursuant to Company's *[number of years]* Incentive Plan in a form acceptable to Company, and will vest and be fully exercisable pursuant to the following schedule:

(i) *[number of shares]* shares after *[number of months]* months from the Commencement Date;

(ii) *[number of shares]* shares after one year from the Commencement Date;

(iii) *[number of shares]* shares after *[number of years]* years from the Commencement Date; and

(iv) *[number of shares]* shares after the completion of the First Term. Before such option is granted, Sponsor will additionally sign and complete such disclosures and other documentation required by Company.

(b) For the making and use of the Promotions during the Option Term, Company agrees to grant Sponsor an additional option to purchase an additional *[number of shares]* shares of Stock on or about the commencement of such Option Term at an exercise price of *[number of cents]* cents per shares. Such options will be granted pursuant to Company's *[number of year]* Incentive Plan in a form acceptable to Company, and will vest and be fully exercisable pursuant to the following schedule: (i) *[number of shares]* shares after *[number of months]* months from the beginning of the Option Terms; and (ii) *[number of shares]* shares at the completion of the Option Term.

(c) The shares of stock that will be conveyed upon Sponsor's exercise of the options(s) granted pursuant to this Paragraph 4 will be restricted shares as that term is defined in the rules and regulations issued under federal and state laws, including, but not limited to, the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended. Further, prior to conveyance of the shares of stock to Sponsor, Sponsor will first execute Company's shareholder agreement which will include amongst other terms, a right of first refusal in favor of *[name of company]* to repurchase the shares from Sponsor at market value prior to their sale or transfer to any third party.

(d) All payments due under any applicable collective bargaining agreement will be credited at scale against the value of the consideration set forth in Paragraphs 4(a) and (b) above. If at any time the sums payable pursuant to this Paragraph 4(d) exceed the value of the consideration provided for in this agreement, Company will promptly pay such excess to Sponsor in accordance with the terms of the applicable collective bargaining agreement.

(e) Company will pay directly to the Pension and Health Fund of the Screen Actors Guild (“SAG”) and/or The American Film Television and Radio Association (“AFTRA”) the required union pension and welfare fund payments, if any, which payments will be in addition to any other payments provided for in this agreement.

5. NAME AND LIKENESS.

During the term of this agreement, Company will have the right to use and permit the use of Sponsor's name, photograph, likeness, endorsement, voice and/or biographical material in any and all promotional materials, including but not limited to, on Internet Web sites, for the purposes of advertising, promotion and publicity.

6. INDEPENDENT CONTRACTOR.

Sponsor warrants and represents that in performing *[his/her]* obligations under this Agreement, Sponsor does so as an independent contractor and, without limiting the foregoing, Sponsor assumes exclusive responsibility for the collection and payment of all employer and employee contributions and taxes under all applicable laws now in effect or hereafter enacted, and Sponsor further agrees to file any returns or reports necessary in connection therewith.

7. COMPANY'S RIGHT TO TERMINATE.

(a) If for any reason beyond Company's control, including but not limited to, boycotts, war, acts of God, labor trouble, strikes, or restraints of public authority, it becomes impossible for Company to utilize Sponsor's services under this Agreement or from producing or using the Promotions, or if, for reasons of Sponsor's death, illness, mental or physical disability, or anything else beyond Sponsor's control, Sponsor fails to render his services under this Agreement within *[number of days]* days from the date on which Sponsor is requested to render such services (subject to the scheduling requirements set forth in Paragraph 2(b)), then Company will have the right, at its sole option, to either:

(i) in all cases other than that of Sponsor's death, extend the term of this Agreement for a period of time equivalent to Company's inability to produce or use the Promotions or Sponsor's failure to render services (as the case may be), with no further payment owing to Sponsor therefore; or

(ii) terminate this Agreement by written notice to Sponsor to that effect.

(b) If Sponsor materially breaches the terms of this Agreement or fail, neglect or refuse to perform any of the obligations under this Agreement, or if Sponsor has committed or will commit any act or do anything that is or will be an offense involving moral turpitude under federal, state or local laws, or which brings Sponsor or Company into public disrepute, contempt, scandal or ridicule, or which insults or offends the community or any substantial organized group of the community, or which might tend to injure the success of Company or any of Company's Products or services, then at the time of any such act or at any time after Company learns of any such act, Company will have the right, at its sole option, to terminate this Agreement by written notice to Sponsor to that effect.

(c) Upon termination of the Agreement, all unvested options will be forfeited by Sponsor.

(d) Nothing in this Paragraph 7 will affect or limit any other right or remedy, at law or in equity, which may otherwise be available to Company.

8. REPRESENTATIONS AND WARRANTIES.

(a) Competitive Protection.Sponsor represents that he has not heretofore rendered any services, directly or indirectly, in commercials or advertisement on behalf of any products competitive to or incompatible with Company's Products, the utilization of which commercials or advertisements has occurred *[number of months]* months prior to the date of this Agreement or which may occur during any period of use or reuse of Sponsor's Promotions under this Agreement. Sponsor further represents that he will not, at any time during the period which Company is entitled to use the Promotions produced pursuant to this Agreement, or during the *[number of day]*-day period immediately thereafter:

(i) render any services of any kind, directly or indirectly for any competitive or incompatible products;

(ii) permit the use of Sponsor's name, photograph, likeness, endorsement, voice or biographical material for any competitive or incompatible products; or

(iii) permit the use of Sponsor's name, photograph, likeness, endorsement, voice or biographical material in any manner in advertising or publicizing any products or service that uses copy that denigrates Company's Products.Said exclusivity will not limit Sponsor's right to appear in any of the entertainment fields or in the entertainment portion of any television program; provided, however, Sponsor may not appear in the commercials on said program advertising such competitive or incompatible products or lead-ins or lead-outs from such commercials.

(b) Compliance with Law.Sponsor will comply with all applicable laws, regulations, orders and ordinances in rendering the services provided for in this agreement.

(c) Right to Enter Agreement.Sponsor warrants and represents that he has full power and authority to enter into this Agreement and to perform all of the obligations under this Agreement without violating the legal or equitable rights of any third party.

(d) Confidential Information.Sponsor will not disclose to any party or utilize any confidential or proprietary information obtained under this Agreement regarding Company or its Products.

(e) Testimonial Affidavits.If and to the extent that Company requires, for the purpose of complying with legal or broadcaster requirements concerning the use of testimonials and endorsements in advertising, Sponsor will furnish appropriate affidavits attesting to Sponsor's use of and preference for the Products.

(f) Union Membership.If required by Company, Sponsor warrants and represents that he is or will become and remain, during the term of this Agreement as well as during any period in which Company may use the Promotions produced under this Agreement, a member in good standing of SAG, AFTRA or any other organization having jurisdiction over Sponsor's services under this Agreement. This Agreement is subject to all of the terms and conditions of the collective bargaining agreements with SAG and AFTRA and any other union agreements or codes having jurisdiction over Sponsor's services under this Agreement, and Company will be entitled to all benefits applicable to producers thereunder. To the extent that any applicable collective bargaining agreement require any additional compensation to Sponsor, whether for travel, rehearsal time, wardrobe fittings, makeup or any and all other types of compensation now or in the future contained in said agreements, such compensation will be deemed paid by the granting of the options under this Agreement.

9. PUBLICATION OF PROMOTIONAL MATERIAL.Company will be under no obligation to cause the Promotions produced under this Agreement to be used or broadcast, it being understood that the sole obligation of Company is to make such payments as are required under this Agreement. Sponsor waives any right to inspect or approve the Promotions, and Company will have no liability for any visualization which may occur to the Promotions, including, but not limited to blurring, distortion, alteration or optical illusion.

10. INDEMNITY

(a) Company will indemnify and hold Sponsor harmless from and against any and all damages, costs, judgments, penalties and expenses of any kind (including reasonable legal fees and disbursements) which may be obtained against, imposed upon or suffered by Sponsor as a result of any claims or representations made by Company in any Promotions produced by Company under this Agreement or any products liability action brought against Sponsor or Company which is related to the sale or use of any of the Products.

(b) Sponsor agrees to indemnify and hold Company harmless from and against any and all damages, costs, judgments, penalties and expenses of any kind (including reasonable legal fees and disbursements) which may be obtained against, imposed upon or suffered by Company as a result of the breach by Sponsor of this Agreement or any of the warranties and representations made in this Agreement or as a result of any representation, information or material supplied by Sponsor to Company in connection with this Agreement.

11. NATURE OF SERVICES.

It is expressly understood and agreed that the services to be performed by Sponsor and the rights and privileges granted to Company under this Agreement are special, unique, extraordinary and impossible to replace, which gives them a peculiar value, the loss of which could not be reasonably nor adequately compensated in damages in an action at law, and that Sponsor's failure or refusal to perform his obligations under this Agreement would cause Company to suffer irreparable loss and damage. Accordingly, Sponsor agrees that should he fail or refuse to perform such obligations, Company will be entitled to ex parte injunctive or other equitable relief against Sponsor to prevent the continuance of such failure or refusal or to prevent Sponsor from performing services for, or granting rights to others, in violation of this Agreement. Neither the right to resort to injunctive or other equitable relief, nor the exercise of such right, will constitute a waiver of any other or additional rights at law or pursuant to the terms of this Agreement which Company may have against Sponsor as a result of such failure or refusal.

12. NO WAIVER.

Any failure by Company or Sponsor to exercise any right granted in this Agreement upon the occurrence of any contingency set forth in this Agreement will not in any event constitute a waiver of any such right.

13. INTERVIEWS.

Sponsor will not authorize or release advertising or publicity materials nor give interviews which make reference to the details of Sponsor's engagement under this Agreement, without Company's prior approval. Sponsor may, however, during interviews, respond, discuss or comment in a favorable and positive manner, that Sponsor is associated with Company and that he endorses and uses its Products.

14. FAN MAIL.

Any fan mail received by Company on behalf of Sponsor regarding his performance or appearance in the Promotions will remain the property of Company, unless the envelope has been marked “Personal.”

15. GENERAL PROVISIONS.

(a) Notices.The address of each party as set forth above will be the appropriate address for the mailing of notices, payments and statements. All notices to be given under this Agreement will be deemed sufficiently given if in writing and delivered personally or sent by certified mail or telegram. Such notices will be deemed received (i) immediately, if by personal delivery, (ii) upon actual receipt, if sent by certified mail, or (iii) upon transmission, if sent by prepaid telegram.

(b) Captions.The captions in this Agreement are inserted solely for purposes of facilitating easy reference and will not be construed in any way as a part of the text or as altering the substantive provisions of this Agreement.

(c) Applicable Law.This Agreement is made in the State of California and will be construed and interpreted in accordance with the internal laws of the State of California applicable to contracts made or performed entirely in California. Sponsor agrees and consents that jurisdiction and venue of all matters relating to this Agreement will be vested exclusively in the federal, state and local courts within the State of California.

(d) Severability.If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, such determination will in no way affect the validity or enforceability of any other provision in this Agreement to the fullest extent permitted by law.

(e) Time of the Essence.Time is of the essence with regard to Sponsor's performance of the services described in this Agreement, as is Sponsor's appearance at all scheduled Production dates. However, the parties acknowledge their understanding as specified in Paragraph 2(b) above.

(f) Binding Nature.This Agreement will be binding upon the parties and their respective successors, heirs, guardians, representatives and assigns.

(g) Entire Agreement.This Agreement, along with any exhibits or attachments to this Agreement, contains the entire agreement of the parties to this Agreement with respect to the subject matter in this Agreement, and may not be modified, altered or amended except by a writing signed by both parties.

IN WITNESS, the parties have caused this endorsement agreement to be executed the day and year set forth below.

Date: *[date of execution]*

*[Name of company]*

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Name of agent of company]*

Date: *[date of execution]*

*[Name of sponsor]*

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Name of agent of sponsor]*