

## SPOKESPERSON EMPLOYMENT AGREEMENT

**THIS AGREEMENT** is made this 16th day of May, 2011 by and between Charlie Sheen, an individual residing in the State of California and Established Men Inc. with offices at, [REDACTED] (“Established Men” and together with Charlie Sheen, the “Parties”).

**WHEREAS** Charlie Sheen is recognized and widely known throughout the world as, among other things, a professional actor and celebrity;

**AND WHEREAS** Charlie Sheen’s name, by virtue of his ability and experience, has acquired a meaning in the mind of the public important to the advertising, promotion, and sale of services and merchandise;

**AND WHEREAS** Established Men operates the Established Men Agency (the “Service”), an online dating service located at [www.EstablishedMen.com](http://www.EstablishedMen.com) (the “Site”);

**AND WHEREAS** Established Men is desirous of acquiring the exclusive right and license to utilize Charlie Sheen’s name, image and persona in connection with the advertisement, promotion, and sale of the Service and the Site;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, it is agreed as follows:

**1. SERVICES.** Established Men hereby engages Charlie Sheen to be employed as the President of Established Men and to provide the services in connection with the advertisement, endorsement, sale and promotion (the “Endorsement Services”) of Established Men, the Service and the Site. Without in anyway limiting the generality of the foregoing, the Endorsement Services shall include:

- a) ensuring that Charlie Sheen is available, at all such dates and times as may be required for photography, voiceovers, dubbing and retakes for advertisements (the “Advertisements”) for Established Men;
- b) include, or caused to be included, an Established Men logo on all events in which Charlie Sheen participates during the Term; and
- c) such other Endorsement Services as may reasonably be agreed by the Parties.

**2. Location of Employment** As a condition of employment hereunder, Charlie Sheen must relocate to Toronto, Canada for the duration of this Agreement. You will generally work from the Company offices located at [REDACTED] unless otherwise instructed by the Company.

**3. GRANT OF RIGHTS.** Subject to the terms and conditions set forth herein, Charlie Sheen hereby grants to Established Men the non-exclusive right and license throughout the World during the Term to use Charlie Sheen’s name, nickname, initials, autograph, facsimile signature, photograph, likeness, and/or endorsement (the “Property”) in connection with the advertisement, endorsement, promotion, and sale of Established Men, the Service and the Site, as well as the right to use such Property on the Service. For greater certainty, the Property shall include the results and proceeds from the Endorsement

Services, including, without limitation, all performances, recordings, footage, reproductions or other materials or things of any nature related to or resulting from any the Endorsement Services. Charlie Sheen acknowledges and agrees that Established Men shall be the sole and exclusive owner of all rights in and to the Endorsement Services and the Advertisements, including without limitation, copyright therein and shall have the right to use, exploit, advertise and exhibit and otherwise turn to account any of the foregoing in any manner and in all media and manner of communication, now known or hereafter devised during the Term.

4. **TERM.** This Agreement shall be effective as of the date executed by the parties (the “**Effective Date**”) and shall continue in full force and effect for a period of three (3) years unless otherwise terminated or extended in accordance with the terms contained herein (the “**Term**”).

5. **EMPLOYEE’S COMPENSATION AND BENEFITS**

**a) COMPENSATION. Salary.** In consideration for the rights and licenses granted hereunder, Established Men shall pay to Charlie Sheen the total amount of one million dollars (\$1,000,000) (U.S.), per annum, plus applicable taxes, paid in equal monthly installments. Payments shall be made within thirty (30) days of the end of each calendar month during the Term, provided in all cases Charlie Sheen has provided an invoice to Established Men therefor.

**b) Stock.** In addition, upon completion of the first full year of Employment, Charlie Sheen shall receive equity in the form of stock certificates equaling 50% ownership of Established Men.

**c) Vacation.** Charlie Sheen shall be entitled to vacation with pay of four (4) weeks during each calendar year of this Agreement. Vacation not taken in one year may not be carried over into the subsequent years.

**d) Expenses.** The Corporation shall reimburse Charlie Sheen forthwith for certain proper and reasonable out-of-pocket expenses actually incurred by Charlie Sheen in the performance of his duties upon presentation of supporting statements, receipts or vouchers. Charlie Sheen shall maintain and be responsible for all costs associated with home internet connectivity and other costs associated with maintaining a home office. In addition, Charlie Sheen will be responsible for providing, at Charlie Sheen’s own expense, a suitable vehicle for such business travel as Charlie Sheen makes by car. In respect of the vehicle Charlie Sheen provides, Charlie Sheen will be responsible for all maintenance, repair and other charges. Any authorized business mileage undertaken in this vehicle will be reimbursed at the prevailing rate for mileage reimbursement. Charlie Sheen will not be reimbursed for private mileage. The Corporation shall also cover the reasonable cost of cellphone usage for Charlie Sheen (not including private long distance costs) and will provide parking for Charlie Sheen at or near the Corporation’s premises at its cost.

6. **PROMOTIONAL APPEARANCES**

a) If requested to do so by Established Men, Charlie Sheen shall be required to make no less than ten (10) public appearances in each year of the Term, at such times and dates as may be reasonably agreed by the Parties, for the purpose of promoting the Service and the Site.

- b) With respect to each public appearance as defined above, Established Men agrees to pay all reasonable out of pocket expenses incurred by Charlie Sheen in connection with such appearance.

**7. RESERVATION OF RIGHTS/EXCLUSIVITY.** Subject to the terms of this Agreement, Charlie Sheen shall retain all rights in and to Charlie Sheen' name, his right of publicity, and the endorsement. However, during the Term or any extension thereof, Charlie Sheen shall not use, permit, or license others to use his or her name or endorsement in connection with the advertisement, promotion, and sale of any product or service other than the Service. **For clarity, for the Term of this Agreement, Charlie Sheen shall not be permitted to be employed by any other entity, company, or otherwise during the Term of this Agreement without the express written consent of Established Men.**

**8. REPRESENTATIONS, WARRANTIES AND INDEMNITY.**

- a) Charlie Sheen hereby represents and warrants that: (i) no existing obligation or disability exists, created by law or otherwise, that would prevent or restrict Charlie Sheen from entering into and causing Charlie Sheen to perform the obligations contained herein; (ii) Charlie Sheen does not have, any contractual commitment under which any person or other entity may have or may claim to have any right to pre-empt or prohibit Established Men from engaging Charlie Sheen to render the Endorsement Services hereunder or otherwise; (iii) Charlie Sheen has the full right and authority to make the grant of rights contained herein.
- b) Established Men hereby represents and warrants that: (i) no existing obligation or disability exists, created by law or otherwise, that would prevent or restrict Established Men from entering into this Agreement; and (ii) Established Men is a corporation duly incorporated and validly existing under the laws of the Province of Ontario.
- c) Charlie Sheen hereby assumes liability for, and hereby agrees to indemnify, defend, protect, save and hold harmless Established Men and its Affiliates (as such term is defined below) and its and their employees, officers, directors, agents and representatives from and against any and all claims, actions, suits, costs, liabilities, judgments, obligations, losses, penalties, expenses or damages, including, without limitation, reasonable legal fees and expenses, of whatsoever nature and kind imposed on, incurred by, or asserted against any of them arising out of, or in connection with: (i) the Endorsement Services; (ii) any breach of any warranty, representation or other obligation of Charlie Sheen under, or in connection with, this Agreement; and (iii) the negligence or willful misconduct of Charlie Sheen.
- d) Established Men assumes liability for, and hereby agrees to indemnify, defend, protect, save and hold harmless Charlie Sheen from and against any and all claims, actions, suits, costs, liabilities, judgments, obligations, losses, penalties, expenses or damages, including, without limitation, reasonable legal fees and expenses, of whatsoever nature and kind imposed on, incurred by, or asserted against any of them arising out of, or in connection with: (i) any breach of any warranty, representation or other obligation of Established Men under, or in connection with, this Agreement; and (ii) the negligence or willful misconduct of Established Men.

**9. TERMINATION**

- a) Established Men shall have the right to terminate this Agreement, immediately, in the event that:
- i. Charlie Sheen fails to perform or observe or shall be in breach of any term, covenant or agreement contained herein and fails to remedy such breach within seven (7) days following written notice to Charlie Sheen by Established Men of such breach;
  - ii. Charlie Sheen admits its inability to pay its debts generally as they become due, commits an act of bankruptcy or insolvency, or files any petition or action for relief under any bankruptcy, re-organization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors or takes any action in furtherance of any of the foregoing;
  - iii. Charlie Sheen engages in conduct contrary to the best interests of Established Men;
- b) **No Termination for Moral Turpitude.** Notwithstanding anything contained herein, it shall not be grounds for Termination hereunder should Charlie Sheen engage in illegal, immoral, or criminal conduct resulting in a felony conviction or otherwise conducts himself in a manner that brings himself into disrepute (“Moral Turpitude”); For clarity, Established Men hereby warrants and represents that it shall not terminate Charlie Sheen in accordance with the terms hereof for reasons of Moral Turpitude.
- c) Charlie Sheen shall have the right to terminate this Agreement at any time upon sixty (60) days’ written notice to Established Men, such termination to become effective at the conclusion of such sixty (60) day period.

## 10. PROPERTY OF THE CORPORATION AND RESTRICTIVE COVENANTS

- a. Property of the Corporation.
  - i. Charlie Sheen acknowledges that all Intellectual Property (as defined below) and all items of any and every nature or kind created or used by Charlie Sheen during his employment with the Corporation, or furnished by the Corporation to Charlie Sheen, and all equipment, credit cards, books, records, reports, files, manuals, literature, confidential information or other materials shall remain and be considered the exclusive property of the Corporation at all times and shall be surrendered to the Corporation, in good condition, promptly on the termination of Charlie Sheen’s employment irrespective of the time, manner or cause of termination. All personal effects used by Charlie Sheen in carrying out his duties will remain the property of Charlie Sheen and shall be removed by him on termination of his employment.
  - ii. Charlie Sheen agrees that, during the term of his employment, he will promptly, upon development thereof, fully inform and disclose to the Corporation all discoveries, findings, reports, designs, inventions, improvements, methods, processes, practices, techniques, programs, concepts and ideas, whether or not patentable or copyrightable (collectively, the “**Intellectual Property**”), which pertain or relate to the business of the Corporation or to any experimental work

carried on by the Corporation, whether conceived by Charlie Sheen alone or with others and whether or not conceived during regular working hours.

- iii. Charlie Sheen hereby agrees to assign, transfer, and convey to the Corporation, and to cause each of his agents and contractors to assign, transfer and convey to the Corporation, all rights to any Intellectual Property, and confirm that he will, at any time or from time to time, upon the Corporation's request do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, waivers, conveyances, and assurances as may be required to carry out the intent of this section.
  - iv. Charlie Sheen agrees to assist the Corporation in obtaining patents or copyrights and any other intellectual property rights on all such Intellectual Property and shall execute all documents and do all things necessary to obtain letters, patents, or copyrights, or other registrations to vest the Corporation with full and exclusive title thereto, and protect the same against infringement by others.
  - v. Charlie Sheen hereby represents and warrants to the Corporation that he does not currently have any Intellectual Property that has not been assigned to the Corporation and, to the extent that such representation and warranty is incorrect in any way, Charlie Sheen hereby sells, assigns and transfers to the Corporation any and all Intellectual Property which Charlie Sheen currently possesses.
- b. Waiver of Moral Rights. Charlie Sheen hereby waives all Moral Rights (as hereinafter defined) whether now existing or arising during the term of Charlie Sheen's employment and any similar rights to any works and Intellectual Property developed during the course of Charlie Sheen's employment or in contemplation of such employment. The waiver of such rights is made in favour of the Corporation and any assignee, licensee, purchaser, lender or other party claiming an interest under or through the Corporation or under any agreement entered into by the Corporation. For purposes of this Agreement, "Moral Rights" means any right to:
- i. divulge a work or any Invention to the public;
  - ii. retract a work or any Invention from the public;
  - iii. claim authorship or anonymity related to a work or any Invention;
  - iv. object to any distortion, mutilation or modification of a work or any Invention;  
or
  - v. use a work or any Invention in association with a product, service, cause or institution;

and includes any and all rights similar to the above listed rights, existing under judicial or statutory law of any country or jurisdiction in the world including the *Copyright Act* (Canada), as

amended from time to time, or under any treaty, regardless of whether such right is called or generally referred to as a moral right.

c. Confidential Information.

- i. Charlie Sheen acknowledges that throughout the course of his employment with the Corporation Charlie Sheen may have access to and be entrusted with confidential information, trade secrets and know-how concerning the business and property of the Corporation and with information, trade secrets and know-how which other persons shall require the Corporation and its employees, agents and consultants to treat as confidential (all of which information, trade secrets and know-how of the Corporation and others, together with any Intellectual Property, shall be collectively defined as “**Confidential Information**”).
- ii. Charlie Sheen agrees that disclosure of any Confidential Information or any use of the Confidential Information other than on behalf of or for the direct benefit of the Corporation is and will be highly detrimental to the Corporation and that the right to maintain the confidentiality of the Confidential Information constitutes a proprietary right which the Corporation is entitled to protect or is an obligation which the Corporation must observe. Accordingly, Charlie Sheen hereby agrees that:
  1. he shall keep confidential all of the Confidential Information for the exclusive benefit and use of the Corporation and will faithfully do all in his power to assist the Corporation in keeping the Confidential Information confidential until the Corporation shall make the same public either by obtaining patent rights, copyrights or otherwise;
  2. he shall not, directly or indirectly, disclose or divulge any of the Confidential Information to any person, firm, corporation or other entity of any kind whatsoever;
  3. he shall not, directly or indirectly, either individually or in partnership with, or jointly with one or more persons, firms, corporations or any other entity of any kind whatsoever as principal, agent, employee, shareholder or in any other capacity or manner whatsoever, use any of the Confidential Information other than on behalf of or for the direct benefit of the Corporation;
  4. he shall not divulge, disclose or communicate to any person, firm or corporation the name of any customer of the Corporation and/or the Business (as hereinafter defined); and
  5. he shall not use for his own purpose any Confidential Information relating to the Corporation and/or the Business.

- d. Non-Competition/Non-Solicitation. Charlie Sheen agrees that Charlie Sheen will not, without the prior written consent of the Corporation, while employed by the Corporation and for a period of one (1) year after the date of termination:
- i. directly or indirectly, in any manner whatsoever, including, without limitation, either individually or in partnership or jointly, or in conjunction with any other person or persons, firm, association, syndicate, company or corporation, as principal, agent, shareholder or in any other manner whatsoever, carry on or be engaged in any business similar to or competitive with the business of the Corporation (the "**Business**") in any country where the Corporation operates, or be concerned with or interested in or lend money to, guarantee the debts or obligations of or permit his name or any part thereof to be used or employed by any person, persons, firm, association, syndicate, company or corporation engaged in, concerned with or interested in any competitive business except that Charlie Sheen may own no more than 5% of the total issued and outstanding capital stock of a publicly-held or private corporation engaged in, concerned with or interested in any competitive business;
  - ii. directly or indirectly solicit, interfere with or endeavour to direct or entice away from the Corporation any customer or any person, firm or corporation in the habit of dealing with the Corporation, and/or the Business; or
  - iii. interfere with, entice away or otherwise attempt to obtain the withdrawal of any employee or independent contractor of the Corporation or, following termination of Charlie Sheen's employment, any employee who was in the employ of the Corporation during the one (1) year period, as the case may be, preceding termination for cause.
- e. Charlie Sheen hereby acknowledges and agrees that all covenants, provisions and restrictions contained in this section are reasonable and valid and all defences to the strict enforcement thereof by the Corporation are waived by Charlie Sheen. It is understood by the parties hereto that the covenants in this section agreed to by Charlie Sheen are essential elements to this Agreement and that, but for the agreement of Charlie Sheen to enter into such covenants, the Corporation would not have retained Charlie Sheen.
- f. Charlie Sheen further acknowledges and agrees that in the event of a violation of the covenants, provisions and restrictions contained in this section, the Corporation shall be authorized and entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief and an accounting of all profits and benefits arising out of such violation, which rights and remedies shall be cumulative and in addition to any other rights or remedies to which the Corporation may be entitled.

**11. POST-TERMINATION RIGHTS.** Upon the expiration or termination of this Agreement, all rights granted to Established Men under this Agreement shall forthwith terminate and immediately revert to Charlie Sheen, and Established Men shall discontinue all use of and reference to the Property with 12 months of termination hereof. In the event of termination in accordance with Section 9, Established

Men shall have no obligation to pay any further amounts to Charlie Sheen for the Endorsement Services from and after the effective date of Termination.

**12. MISCELLANEOUS**

- a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior written or oral agreements and understandings. This Agreement may only be amended or modified by a separate written instrument signed by the parties hereto.
- b) Each of the parties hereto shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.
- c) All notices, requests and other communications hereunder shall be in writing and shall be delivered in person, or sent by certified mail, return receipt requested, overnight courier service, or by fax or e-mail at the address of each party set out below, or to such other addresses as may be stipulated in writing by the parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date of service if served personally or by courier, or on the fifth business day after sending if sent by mail or on the date of sending if sent by fax or e-mail.

If to Established Men:

Avid Dating Life Inc.

[REDACTED]

Attn: Noel Biderman, President

With a courtesy copy to:

Avid Life Media Inc.

[REDACTED]

If to Charlie Sheen:

C/O Martin D. Singer

Lavelly & Singer

[REDACTED]



- d) Other than in connection with an assignment or transfer by either party of all of its rights and obligations under this Agreement to any corporation, person or other entity that either directly or indirectly controls, is controlled by or is under common control with such party (an **"Affiliate"**) or to any successor of all or substantially all of a party's business or assets related to the performance of its obligations hereunder, neither this Agreement nor the rights or obligations hereunder may, except as permitted herein, be transferred, assigned or otherwise disposed of by Established Men without the prior written consent of Charlie Sheen. Consent to such assignment shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and shall enure to the benefit of the undersigned parties and their respective successors and permitted assigns.
- e) The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- f) If any provision of this Agreement or the application thereof to any persons or circumstances shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances as to which it is not held to be invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and be enforced to the fullest extent permitted by law.
- g) This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereby irrevocably attorn to the courts of the Province of Ontario located in the City of Toronto.

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IN WITNESS WHEREOF the Parties have signed this Agreement the 16th day of May, 2011.

**ESTABLISHED MEN INC.**

By: \_\_\_\_\_  
Name: Noel Biderman  
Title: CEO

By signing below, I acknowledge that I have read this Agreement and confirm all of my covenants, representations and warranties herein and agree to perform the Endorsement Services in accordance with the terms and conditions hereof.

\_\_\_\_\_  
**Charlie Sheen**

\_\_\_\_\_  
Witness

