

## SPONSORSHIP AGREEMENT

**THIS AGREEMENT** is made this 12<sup>th</sup> day of October, 2010 by and between Coquette Productions ("CP") f/p/s/o Courteney Cox, [REDACTED] [REDACTED] West Hollywood, California and Cougar Life Inc., [REDACTED] [REDACTED] Toronto, Ontario ("**Cougar Life**" and together with Courteney Cox, the "**Parties**").

**WHEREAS** Courteney Cox is recognized and widely known throughout the world as, among other things, a popular actress;

**AND WHEREAS** Courteney Cox's name, by virtue of her notoriety, 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** Cougar Life operates an online dating service (the "**Service**") located at [www.cougarlife.com](http://www.cougarlife.com) (the "**Site**");

**AND WHEREAS** Cougar Life is desirous of acquiring the non-exclusive right and license to utilize Courteney Cox'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.** Cougar Life hereby engages CP to provide the services of Courteney Cox in connection with the advertisement, endorsement, sale and promotion (the "**Endorsement Services**") of Cougar Life, the Service and the Site. Without in anyway limiting the generality of the foregoing, the Endorsement Services shall include:

- a) ensuring that Courteney Cox is available, at such dates and times as may be reasonably agreed to by the Parties, for photography, voiceovers, dubbing and retakes for four (4) television advertisements and twelve (12) radio advertisements for Cougar Life during the Term;
- b) granting Cougar Life the right and license to use Courteney Cox's name and image on any and all marketing and advertisements of Cougar Life, and the Site; and
- c) such other Endorsement Services as may reasonably be agreed by the Parties.

2. **GRANT OF RIGHTS.** Subject to the terms and conditions set forth herein, CP hereby grants to Cougar Life the non-exclusive right and license throughout the World during the Term to use Courteney Cox's name, nickname, initials, autograph, facsimile signature, photograph, likeness, and/or endorsement (the "**Property**") in connection with the advertisement, endorsement, promotion, and sale of Cougar Life, 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. CP and Courteney Cox acknowledge and agree that Cougar Life 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.

3. **TERM.** This Agreement shall be effective as of the date executed by the parties (the “**Effective Date**”) and shall expire one (1) year from the Effective Date (the “**Term**”).

4. **COMPENSATION.** In consideration for the rights and licenses granted hereunder, Cougar Life shall pay to CP the total amount of one million dollars (\$1,000,000) (U.S.), plus applicable taxes, paid in quarterly instalments of two hundred and fifty thousand dollars (\$250,000) (U.S.). Payments shall be made within thirty (30) days of the end of each quarter during the Term, provided in all cases CP has provided an invoice to Cougar Life therefor.

5. **PROMOTIONAL APPEARANCES**

- a) If requested to do so by Cougar Life, CP shall cause Courteney Cox to make no less than thirty (30) public appearances, at such times and dates as may be reasonably requested by Cougar Life for the purpose of promoting the Service and the Site.
- b) With respect to each public appearance as defined above, Cougar Life agrees to pay all reasonable out of pocket expenses incurred by Courteney Cox in connection with such appearance.

6. **RESERVATION OF RIGHTS.** Subject to the terms of this Agreement, CP and/or Courteney Cox, as the case may be, shall retain all rights in and to Courteney Cox’s name, her right of publicity, and the endorsement and, whether during the Term or any extension thereof, Courteney Cox shall not be prevented from using, permitting, or licensing others to use her name or endorsement in connection with the advertisement, promotion, and sale of any product or service, provided that Courteney Cox shall not, during the term, be entitled to provide endorsement services to a service or services that are substantially similar to the Service.

7. **REPRESENTATIONS, WARRANTIES AND INDEMNITY.**

- a) CP hereby represents and warrants that: (i) no existing obligation or disability exists, created by law or otherwise, that would prevent or restrict CP from entering into and causing Courteney Cox to perform the obligations contained herein; (ii) neither CP nor Courteney Cox has, nor will CP or Courteney Cox 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 Cougar Life from engaging CP to cause Courteney Cox to render the Endorsement Services hereunder or otherwise; (iii) CP is a corporation duly incorporated and validly existing under the law of the State of California; (iv) CP has the right to cause Courteney Cox to perform the Endorsement Services, as when and where reasonably required by Cougar Life, and to loan or furnish the services of Courteney Cox to Cougar Life as herein provided; and (v) CP has the full right and authority to make the grant of rights contained herein.
- b) Cougar Life hereby represents and warrants that: (i) no existing obligation or disability exists, created by law or otherwise, that would prevent or restrict Cougar Life from entering into this

Agreement; and (ii) Cougar Life is a corporation duly incorporated and validly existing under the laws of the Province of Ontario.

- c) CP hereby assumes liability for, and hereby agrees to indemnify, defend, protect, save and hold harmless Cougar Life and its affiliates 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 CP or Courteney Cox under, or in connection with, this Agreement; and (iii) the negligence or wilful misconduct of CP or Courteney Cox.
- d) Cougar Life assumes liability for, and hereby agrees to indemnify, defend, protect, save and hold harmless CP and its affiliates 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) any breach of any warranty, representation or other obligation of Cougar Life under, or in connection with, this Agreement; and (ii) the negligence or wilful misconduct of Cougar Life.

## **8. TERMINATION**

- a) Cougar Life shall have the right to terminate this Agreement, immediately, in the event that:
  - i. CP or Courteney Cox 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 CP by Cougar Life of such breach;
  - ii. CP 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. Courteney Cox engages in illegal, immoral, or criminal conduct resulting in a felony conviction or otherwise conducts herself in a manner that brings herself into disrepute; or
  - iv. Courteney Cox engages in conduct contrary to the best interests of Cougar Life.
- b) Courteney Cox shall have the right to terminate this Agreement at any time upon sixty (60) days' written notice to Cougar Life, such termination to become effective at the conclusion of such sixty (60) day period.

**9. POST-TERMINATION RIGHTS.** Upon the expiration or termination of this Agreement, all rights granted to Cougar Life under this Agreement shall forthwith terminate and immediately revert to CP or Courteney Cox, as the case may be, and Cougar Life shall discontinue all use of and reference to the

Property. In the event of termination in accordance with Section 8, Cougar Life shall have no obligation to pay any further amounts to CP for the Endorsement Services from and after the effective date of Termination.

**10. 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 Cougar Life:

Cougar Life Inc.

[REDACTED]

[REDACTED]

Toronto, Ontario

M4R 1K8

Attn: Claudia Opdenkelder, President

If to CP :

[REDACTED]

[REDACTED]

Los Angeles, CA 90001

If to Courtney Cox:

C/O John Fogelman

William Morris Endeavor

[REDACTED]

Beverly Hills, California

90210, USA

- 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: (i) CP without the prior written consent of Cougar Life; or (ii) by Cougar Life without the prior written consent of CP. Consent to such assignments 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 does not and shall not be deemed to constitute a partnership or joint venture between the parties and neither the parties nor any of their respective directors, officers, employees or agents shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other.
- h) 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties have signed this Agreement the \_\_\_\_ day of October, 2010.

**COUGAR LIFE INC.**

By: \_\_\_\_\_  
Name: Claudia Opdenkelder  
Title: President

**COQUETTE PRODUCTIONS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By signing below, I acknowledge that I have read this Agreement and confirm all of my and CP's covenants, representations and warranties herein and agree to perform the Endorsement Services in accordance with the terms and conditions hereof. If I fail to do so, I agree that Cougar Life shall have the same rights against me as it has against CP. I shall look solely to CP for all compensation hereunder and, if my employment agreement with CP becomes ineffective or if CP ceases to exist, then I, at the election of Cougar Life, shall be deemed substituted as a direct party to this Agreement in lieu of CP.

\_\_\_\_\_  
**COURTENEY COX**

\_\_\_\_\_  
Witness