REPRODUCTION AGREEMENT

This Reproduction Agreement ("Agreement") is entered into as of the [date of Dabble registration] ("Effective Date") between Mac & Cheese Productions: Life Made Easy, LLC an Illinois limited liability company (hereinafter the "M&C") and [Name of Attendee] ("Attendee").

WHEREAS, M&C has granted access to Attendee to Mac & Cheese Productions[™] resources ("Resources") and Attendee desires such access.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties agree as follows:

M&C may in its sole discretion add, change, or remove access to Resources.

1. Confidentiality

- 1.1 Confidential Information. For the purposes of this Agreement, "Confidential Information" means all information related to M&C and its business in whatever form supplied, including, without limitation: its products and Resources, agreements, finances and pricing, know-how and operating methods, systems, practices, procedures, techniques, management designs, plans, photographs, personally identifiable information or information concerning M&C's clients or potential clients, and suppliers; and any of the information which could reasonably be expected to benefit competitors of M&C including the fact that such information exists.
- 1.2 Non-Disclosure. Attendee will maintain the confidentiality of M&C's Confidential Information, hold such Confidential Information is strictest confidence and shall not use such Confidential Information except for personal use. Attendee shall not, without M&C's prior written permission: (i) transfer or disclose any of M&C's Confidential Information to any third party; (ii) use any of M&C's Confidential Information for any purpose other than in connection with Attendee's event participation and their own

personal use; or (iii) take any other action with respect to M&C's Confidential Information inconsistent with the confidential and proprietary nature of such information.

1.3 Remedies of Breach. Each party acknowledges that a breach of this Article 3 may result in irreparable and continuing damage to M&C for which monetary damages may not be sufficient, and agrees that M&C will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

2. Term

This Agreement is effective as of the Effective Date and will continue indefinitely.

3. Indemnification

Attendee, at its expense and to the maximum extent permitted by law, shall indemnify, defend and hold harmless M&C, its employees, agents, consultants, clients, officers, directors, and other representatives (collectively, the "Indemnified Parties") against all actions, claims, judgments, suits, proceedings, losses, demands, damages, expenses, obligations or liabilities including court costs and reasonable attorneys' fees, arising out of or relating to (a) any negligent act or omission or intentional wrongdoing of Attendee; (b) any claim related to occupational health and safety, accident prevention, safety equipment and practices; and (c) any claim that the provision or utilization of any Resources or any portion thereof is not in compliance with any applicable law, rule, regulation, order of any governmental (including any regulatory or quasi-regulatory) agency or contract including but to limited to federal and OSHA regulations.

4. Governing law and choice of forum

This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Illinois, without regard to its choice of laws principles. Any action related to or arising from this Agreement shall take place exclusively in the courts situated in the City of Chicago, Cook County, Illinois and the parties hereby submit to the venue of the courts situated therein.

5. Notices

All notices given under this Agreement must be in writing, sent to the persons designated in the preamble of this Agreement or to such other persons and addresses as Attendee or M&C may designate from time to time, by certified mail (return receipt requested), electronic mail, overnight courier or personal delivery.

6. General

- 6.1 No Waiver by Conduct. No waiver of any of the terms of this Agreement will be valid unless in writing and designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce same for such occurrence or any other occurrence.
- 6.2 Counterparts; Method of Amendment. This Agreement and any amendments thereto may be executed in counterparts and will not be effective or enforceable unless and until it is executed by an authorized representative of each of the relevant entities.
- 6.3 Headings. The headings and titles of the paragraphs of this Agreement are not part of this Agreement, but are for convenience only and are not intended to define, limit or construe the contents of the provisions contained herein.

- 6.4 Recitals. The recitals are hereby incorporated into the body of this Agreement for all intents and purposes as if fully set forth herein.
- 6.5 Survival. Any provision of this Agreement, which by its nature, would survive termination or expiration of this Agreement will survive any such termination or expiration of this Agreement.
- 6.6 Mediation and Arbitration. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes unless the parties stipulate otherwise. The attorneys' fees and costs of arbitration shall be split in such proportions, as the arbitrator shall decide.
- 6.7 Facsimile/Electronic Copy. A facsimile or electronic copy of this Agreement and any signatures affixed hereto shall be considered for all purposes as originals.
- 6.8 Entire Agreement. This Agreement constitutes the complete agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between the parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the date Attendee completes registration.