

This MEDIA PRODUCTION AGREEMENT (this "Agreement") is made and entered into effective as of the _____ day of _____, 20__ (the "Effective Date"), by and between GASKELL ENTERPRISES INC. dba MG STUDIO, a Nevada corporation ("MG Studio"), and _____, a(n) _____ ("Client").

RECITALS

WHEREAS, MG Studio agrees to provide media production services, including, but not limited to, photography, video production, graphic design, sound and/or lighting services (the "Services") to Client as set forth in **Exhibit A** hereto;

WHEREAS, MG Studio agrees to provide the Services to Client at the location(s) (the "Location") and on or by the date(s) and time(s) (the "Production Date") set forth in **Exhibit A**, pursuant to the terms and conditions listed below; and

WHEREAS, Client agrees to pay to MG Studios \$ _____ (the "Fees") for the Services, pursuant to the terms and conditions listed below.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MG Studio and Client (each, a "Party," and collectively, the "Parties") hereby agree as follows:

AGREEMENT

1. Independent Client Relationship. The above recitals are hereby incorporated by reference. In the performance of the Services hereunder, MG Studio will at all times be an independent contractor. This Agreement, and any change orders or amendments hereto, and any of the Services carried out hereunder shall not constitute, nor shall they be deemed to constitute, either Party as an employee, agent, partner or joint venture of the other, and neither Party shall express or imply that it has the authority to create any obligation on behalf of the other Party. MG Studio retains the right at all times to perform services for third parties similar to the Services.

2. Client Responsibilities. Client shall assign an individual as its overall project manager (the "Project Manager") to work directly with the MG Studio team throughout the production of the Services. The Project Manager shall also have the authority to schedule access to all areas necessary for MG Studio to perform the Services, and shall be responsible for notifying authorized persons of Client or any third-party property (including, but not limited to, intellectual property and confidential information), that Client wishes MG Studio to photograph and/or audio or video tape. The Project Manager shall also be solely responsible for procuring any permission, permits or releases required for MG Studio to lawfully execute the Services at the Location. The Project Manager shall ensure that any individual or thing that Client desires to be included in the media production shall be "ready" to perform or be photographed or taped at the time scheduled. Unless otherwise agreed in writing between the parties, MG Studio shall provide all work at the Location during normally scheduled business hours (8:00 a.m. to 5:00 p.m. on-site local time, Monday through Friday). Any work performed by MG Studio at the Location outside of normally scheduled business hours shall be subject to additional fees at MG Studio's then current rates.

3. Media Services. MG Studio retains the right to refuse to videotape and/or photograph any image, property or individual which it deems inappropriate, offensive or the videotaping and/or photographing of which it deems, in its sole discretion, to pose a risk of injury or loss to MG Studio, its staff, or any third-party. Pursuant to this Agreement, the Services shall be available to Client for up to eight (8) hours per

day. Any time beyond the stated eight (8) hours per day will be billed by the hour at MG Studio's then current rates.

4. Final Media Product. MG Studio shall initially provide Client with a "Rough Cut" of any video production, to which Client may request one (1) set of changes. All changes requested by Client following its request for this one set of changes shall be subject to additional fees at MG Studio's then current rates. The final video production shall be encoded at multiple bit rates up to approximately 800kps and compatible with Apple's Quicktime player and shall be programmed to play within youtube's media player. The Project Manager shall view the final video through an Internet connection or by viewing an approval DVD mailed by MG Studio to Client, and shall provide Client's final approval of the video, which approval shall not be unreasonably withheld. For the option to purchase a DVD, BETA or other media format, production times must be agreed upon between the Parties in writing.

5. Copyright. The media that MG Studio produces as part of the Services is protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the express written consent of MG Studio. All publicly displayed/printed media produced by MG Studio as part of the Services shall clearly display credit of such media to MG Studio.

6. Change Orders. Any additional labor or materials or changes in the Services requested by Client not specifically included in this Agreement shall require Client's authorization of an additional or amended quotation and change in stated costs, as determined by MG Studio, which additional amounts shall be included within the definition of "Fees" under this Agreement.

7. Project Staffing. MG Studio may, at its sole discretion, engage subcontractors to perform the Services.

8. Payment of Fees. Client agrees to pay MG Studio fifty percent (50%) of the Fees set forth above at least thirty (30) days prior to the initial Production Date. An additional twenty-five percent (25%) of the Fees will be paid on the day of the Production Date. The remaining amount of the Fees (the "Final Invoice Amount") is due upon delivery of the final media and production to Client. If the Final Invoice Amount is not paid within thirty (30) days of the final Production Date, the amount due shall accrue interest charges at a rate of 1.5% per month (or such lower rate as may be the maximum allowable by law). MG Studio's acceptance of late or partial payments (even if marked "paid in full" or the like) does not waive MG Studio's rights to recover unpaid amounts. If, in order to collect payment due under this Agreement, MG Studio must take action beyond invoicing Client for the Services provided, Client agrees to pay, in addition to the outstanding balance of any invoice, all contractual and statutory interest, as well as the costs and expenses of collection, including, but not limited to, attorneys' fees and costs. Where Client has executed this Agreement so as to secure services for the benefit of a third party, and where an invoice for such services remains unpaid for more than forty (40) days after the invoice date, Client agrees that it shall be deemed to have automatically assigned to MG Studio all of its rights to receive payment from such third party for the Services rendered by MG Studio, and that MG Studio may, at its sole discretion, seek payment directly from the third party.

9. Rescheduling/Cancellation. If Client desires to reschedule any portion of the Services scheduled to be provided, it must provide MG Studio with a minimum of twenty-one (21) days written notice of such desire to reschedule. Client's failure to provide the minimum notice described above will result in a rescheduling fee of \$250.00. Client's failure to accept delivery of the rescheduled portion of the Services on the reschedule date shall be considered a cancellation by Client of this Agreement. In the event that Client cancels this Agreement by any means and for any reason prior to MG Studio commencing to provide the Services, Client shall pay to MG Studio a cancellation fee in the amount of

50.0% of the total amount of the Fees, as liquidated damages. In the event that there are multiple dates and/or times included in the Production Date and Client cancels this Agreement after MG Studio has commenced providing the Services on the initial date and/or time, Client shall pay to MG Studio a cancellation fee of 100.0% of the total amount of the Fees. If Client elects to make any payment under this Agreement by Credit Card (Visa, Mastercard or American Express), a 3.0% charge will be added to each transaction balance submitted.

10. Representations of Client; Indemnification. Client represents and warrants that it is solely responsible for securing appropriate releases or licenses from (1) any living person or a duly authorized representative of any deceased person, (2) a duly authorized representative of any Client, competitor, industry organization or other third party, (3) the owner or duly authorized licensor of any building, property, image, graphic, trademark, service mark, copyrighted work, logo, trade name or any other object or thing, provided or made available by Client to MG Studio, or indicated by Client for inclusion in the Services provided hereunder, allowing unlimited use by MG Studio of such names, likenesses and descriptions for the creation, translation, storage, display, access and performance of the Services provided hereunder. Client represents and warrants that any video, photograph and/or image will not include content that constitutes libel, slander or defamation against any person or entity. Client agrees to hold MG Studio and its successors, assigns, officers, directors, shareholders, employees, agents, and licensees (together, the "Indemnified Parties"), harmless from and against any loss, damage or expense, including reasonable attorneys' fees, that the Indemnified Parties may suffer as a result of a breach or alleged breach of the foregoing warranties, or as a result of claims or actions of any kind or nature resulting from the use in any manner of the names, descriptions or likenesses of any person or thing described above.

11. MG Studio Warranties. MG Studio warrants that it will provide the Services under this Agreement in a good and workmanlike fashion, and in accordance with prevailing industry standards. Client's sole remedy for any breach of warranty shall be the replacement of the Services provided in breach. In order to be eligible for such replacement of the Services, Client must provide MG Studio with written notice of any alleged breach of warranty within thirty (30) days of Client's final approval of the media produced as part of the Services. Any failure by Client to provide such notice shall render this warranty null and void.

12. Disclaimer of Warranties. THE EXPRESS WARRANTIES SET FORTH IN SECTION 11 ABOVE ARE THE ONLY WARRANTIES GIVEN BY MG STUDIO WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT. MG STUDIO MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY MAKES NO WARRANTIES WITH RESPECT TO NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

13. Limitation of Liability. IN NO EVENT SHALL CLIENT BE ENTITLED TO, OR SHALL MG STUDIO BE LIABLE FOR, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, ADVERTISING COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR ADVERTISING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CLIENTS, EVEN IF MG STUDIO HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CLIENT'S RECOVERY FROM MG STUDIO FOR ANY CLAIM EXCEED THE CHARGES FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM WHETHER SUCH CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT, PURSUANT TO STATUTE, OR OTHERWISE. IN THE UNLIKELY EVENT THAT MG STUDIO IS UNABLE TO MAKE IT TO THE LOCATION TO PERFORM THE SERVICES ON THE PRODCUTION DATE, MG STUDIO WILL ATTEMPT TO SECURE A REPLACEMENT MEDIA PRODUCTION COMPANY TO PROVIDE THE SERVICES. IN THE EVENT THAT MG STUDIO IS UNABLE TO FIND A REPLACEMENT MEDIA PRODCUTION COMPANY, MG STUDIO'S LIABILITY IS LIMITED TO THE RETURN OF ALL PAYMENTS RECEIVED FOR THE SERVICES. IN THE UNLIKELY

EVENT THAT ALL OF THE MEDIA PRODUCED AS PART OF THE SERVICES IS LOST, STOLEN OR DESTROYED FOR ANY REASON WITHIN OR BEYOND MG STUDIO'S CONTROL, MG STUDIO'S LIABILITY IS LIMITED TO THE RETURN OF ALL PAYMENTS RECEIVED FOR THE SERVICES. MG STUDIO'S LIABILITY FOR A PARTIAL LOSS OF "ORIGINALS" SHALL BE A PRORATED AMOUNT OF THE SERVICES SELECTED, BASED ON THE PERCENTAGE OF ORIGINALS LOST.

14. Termination. MG Studio may immediately terminate this Agreement under any of the following circumstances: (a) Client fails to make timely payment of the Fees as outlined above; (b) Client assigns or transfers, voluntarily or by operation of law, any or all of its rights or obligations under this Agreement without the prior written consent of MG Studio; or (c) Client, or the third party for whose benefit Client has executed this Agreement, files a petition for bankruptcy, becomes insolvent, or makes an assignment for the benefit of its creditors, or a receiver is appointed for Client, the third party, or either of their respective businesses. Termination by MG Studio does not relieve Client of its obligation to pay for all of the Services rendered prior to termination.

15. Survival. In addition, where the context of any provision indicates intent that the provision shall survive the term or termination of this Agreement, the provision shall survive.

16. Notices. Any notices to be given hereunder by either Party to the other must be made in writing, and delivered by personal delivery, facsimile, or by registered or certified mail, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in this Agreement, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered by personal delivery or facsimile will be deemed to have been given upon actual receipt. Notices delivered by registered or certified mail will be deemed to have been given two (2) days after mailing.

17. Assignment Prohibited. Client may not assign this Agreement or any of its rights or obligations hereunder by operation of law, merger or otherwise without the prior written consent of MG Studio.

18. Force Majeure. MG Studio shall not be liable for delays in delivery of the Services and/or non-delivery of the Services in the event of an act of God, actions by any governmental or quasi-governmental entity, Internet failure, equipment failure, power outage, fire, earthquake, flood, insurrection, riot, act of terrorism, act of war, explosion, embargo, strike, (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, or any condition beyond MG Studio's control affecting the delivery of the Services in any manner.

19. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals and communications between the Parties, written or oral, relating to the subject matter of this Agreement. This Agreement may be modified only by writings duly signed by authorized representatives of both Parties. This Agreement shall apply retroactively with respect to any performances of the Parties pursuant to this Agreement that occurred prior to this Agreement being executed. In no event shall preprinted terms and conditions on a Company document (P.O., confirmations, acceptances) modify or add to the terms of this Agreement.

20. Choice of Law and Venue. The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada excluding its conflicts of laws rules. The Parties agree that the jurisdiction and venue of any action with respect to this Agreement shall be in a court of competent subject matter jurisdiction located in the County of Clark, the State of Nevada, and each of the Parties hereby agrees to submit itself to the

exclusive jurisdiction and venue of such courts for the purpose of such action.

21. Binding Nature and Assignment. This Agreement shall be binding on the Parties hereto and their respective successors and assigns. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or delegate such Party's obligations hereunder without the prior written consent of the other, except that either Party may assign this Agreement without the consent of the other Party to an entity that acquires all, or substantially all, of the business of the assigning Party (provided that such entity is not a competitor of the other Party).

22. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one (1) single agreement between the Parties hereto.

23. Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by an arbitrator or a court with jurisdiction over the Parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

24. Third Party Beneficiaries. This Agreement is entered into solely between, and may be enforced only by, MG Studio and Client. This Agreement shall not be deemed to create any rights in third Parties or to create any obligations of a Party to any such third parties.

25. Negotiated Terms. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

26. Titles and Headings. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

27. No Individual Authority. Neither Party shall, without the express, prior written consent of the other Party, take any action for or on behalf of or in the name of the other Party, or assume, undertake, or enter into any commitment, debt, duty or obligation binding upon the other Party, except for actions taken pursuant to agreements entered into between such Party or its affiliates and any other Party.

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the Effective Date set forth above.

"MG STUDIO"

"CLIENT"

GASKELL ENTERPRISES INC. dba MG STUDIO
a Nevada Corporation

(a)n_____

By: _____

By: _____

Its: _____

Its: _____

