



**VIDAKEN LLC and [NAME of CLIENT]**  
***Custom Video Agreement***

This Sales Agreement ("Agreement") is made effective as of the Date entered on the signature page, by and between VIDAKEN LLC ("Vidaken"), of 21143 Hawthorne Boulevard, Suite 155, Torrance, California 90503 (SELLER)

and CLIENT ("Client"), of ADDRESS (BUYER).

Each Seller and Buyer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**THIS IS A BINDING LEGAL AGREEMENT. AT THE TIME YOU SIGN IT AND ENROLL AS A VIDAKEN CLIENT AND ALL TIMES THEREAFTER, YOU AGREE TO ACCEPT AND ABIDE BY ALL THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING ANY MODIFICATIONS, AMENDMENTS AND ADDENDA AS MAY BE ADDED FROM TIME TO TIME, AND ALSO THAT YOU AWARE OF, UNDERSTAND AND AGREE TO THE VIDAKEN MEDIA REFUND AND RETURN POLICY AS STATED BELOW IN ADDENDUM #1 AND ON OUR WEBSITE AT [www.vidakenmedia.com](http://www.vidakenmedia.com).**

**1. Sale of Goods, Products or Services.** VIDAKEN agrees to sell and Buyer agrees to purchase the items names and described here, at the prices stated:

*[Enter Name, Description and Price of Goods Here]*

Additional Details of the Sale and Purchase, if any: \_\_\_\_\_

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**2. Purchase Price.** Buyer will pay to VIDAKEN for the Goods and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum of \$ \_\_\_\_\_.

**3. Payment.** Payment is due in full at the time of signing this Agreement. VIDAKEN will deliver a copy of this Agreement and a digital Invoice to Buyer at the time of Purchase. Buyer will receive a digital Receipt indicating the Purchase is Paid in Full after completing the purchase.

**4. Performance and Delivery by VIDAKEN.** The Parties agree to the following *ESTIMATED* times for design, creation and delivery of Buyer's Videos and other Products and Services, if any. Actual delivery of final Videos depends on multiple various factors, not the least of which is Buyer's committed active participation in the process, including for example, scheduling and appearing at a Client Onboarding Call & Interview, providing certain assets, if applicable (Logo, Photos, etc.), and timely communication about revisions, edits, etc. as the custom Videos take shape.

Onboarding Call & Interview	_____
Delivery of Assets (if any)	_____
First Draft of Videos	_____
Final Versions Delivered	_____

**5. Refund and Return Policy.** The Vidaken Media Refund and Return Policy appears in this Agreement immediately after the Signature Page, identified as **Addendum #1 to Custom Video Agreement, VIDAKEN MEDIA Refund and Return Policy**. Buyer expressly acknowledges reading and understanding the Refund and Return Policy and agrees to the terms and conditions contained in it, as confirmed by Buyer's signature on this Agreement.

**6. Force Majeure.** Seller shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Seller's reasonable control.

**7. Limitation of Liability.** Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether Seller has been advised of the possibility of any such damage. In no event will Seller's liability exceed the price paid by Buyer to Seller for the Goods giving rise to the claim or cause of action.

**8. Amendments.** No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

**9. Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of California in the United states of America, not including its conflicts of law provisions.

**10. Disputes.** Any dispute arising from this Agreement shall be resolved first through Mediation; if the dispute cannot be resolved through Mediation, then it will be resolved through Binding Arbitration in Los Angeles County, California, conducted in accordance with the rules of the American Arbitration Association.

**11. CONFIDENTIALITY.** Both Parties may have access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Other Party. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Parties, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Parties. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Parties will not at any time or in any manner, either directly or indirectly, use for their own personal benefit, or divulge, disclose, or communicate in any manner any Confidential Information. The Parties will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Parties will return to the Other all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Parties during the term of this Agreement.

**12. INDEMNIFICATION.** Each Party agrees to indemnify and hold harmless the Other Party from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Other Party that result from the acts or omissions of the first Party, their employees, if any, and their agents, if any.

**13. ENTIRE AGREEMENT.** This Agreement, including any modifications, amendments or Addenda attached hereto, if any, constitutes the entire contract between the Parties. All Terms and Conditions contained in any other writings previously executed by the Parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement, including the addition of future Addenda or attachments, shall be deemed effective unless in writing and signed by the Parties hereto.

**14. WAIVER OF BREACH.** The waiver by a Party of a breach of any provision of this Agreement by Other Party shall not operate or be construed as a waiver of any other simultaneous or subsequent breach by the Other Party.

**15. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**16. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California.

**17. SIGNATORIES.** This Agreement shall be signed by Mark Hackman on behalf of VIDAKEN LLC and by \_\_\_\_\_ on behalf of Client. This Agreement, including any modifications, amendments and Addenda hereto is effective as of the date noted below.

[Insert Client Name Here]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Mark Hackman for VIDAKEN LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**VIDAKEN LLC and [NAME of CLIENT]**  
***Addendum #1 to Custom Video Agreement***

**VIDAKEN MEDIA**  
**Refund and Return Policy**

**All prospective VIDAKEN MEDIA Affiliates, Clients, and Customers are required to read and accept the VIDAKEN MEDIA Refund and Return Policy prior to enrolling or completing any Agreement with VIDAKEN MEDIA.**

***If you do not accept the VIDAKEN MEDIA Refund and Return Policy, you will not be able to continue to the Enrollment Page or Purchase Page, and you will not be allowed to become an Affiliate, Client or Customer.***

- VIDAKEN MEDIA's core Products and Services are digital in nature, which allows us to deliver some of them online in real time with instant access to all content immediately upon purchase and payment. In other words, Affiliates, Clients, and Customers have complete and unrestricted access to some Products and Services immediately upon purchase. In those cases, all purchases of such Products and Services are considered FINAL SALE and are therefore nonreturnable and nonrefundable.
- In those cases where VIDAKEN MEDIA Products & Services are not delivered immediately upon purchase, the Company nonetheless creates unique and customized designs and other content on behalf of Client immediately upon execution of this Agreement, including designs and content which cannot be used by any other Client or potential Client, and for this reason all purchases of such Products and Services are considered FINAL SALE and are therefore nonreturnable and nonrefundable. In other words, Client acknowledges and agrees that they become a Client of VIDAKEN MEDIA precisely for the reason that we will create unique, customized videos and other content or products on their behalf, and Client further acknowledges and agrees that such videos and other content or products are not suitable for other Clients and cannot be used by other Clients, and are therefore nonreturnable and nonrefundable.
- Based on this, VIDAKEN MEDIA has a strict **No Refund and No Return Policy**, except where prohibited by law. We will not consider or accept Refund or Return requests, except as provided by law.
- Should any Affiliate, Client, or Customer attempt a chargeback or any other Refund or Return process or procedure of any VIDAKEN MEDIA product or service subject to this Policy, barring extraordinary circumstances, the Company will base denial of the attempted Refund and Return on your acceptance of this Policy prior to your enrollment or purchase of our Products or Services.
- In Conclusion, only if you understand and agree to this VIDAKEN MEDIA Refund and Return Policy should you proceed to the enrollment or purchase pages. If you DO NOT understand or agree with this Policy, DO NOT proceed to the enrollment or purchase pages.
- VIDAKEN MEDIA is dedicated to outstanding Customer Service. If you have any questions about our Refund and Return Policy, please contact VIDAKEN MEDIA Customer Service.