

## DEAL MEMO

This deal memo ("**Deal Memo**") is entered into as of December 20, 2018 ("**Effective Date**") by and between American Petroleum Institute ("**API**") and MRW Productions, LLC ("**MRWP**") (collectively "Parties") with reference to the following:

- A. GSD&M Idea City LLC ("**GSDM**") is the agency for the American Petroleum Institute ("**API**") to negotiate the terms of the Agreement (as defined below) and supervise the services and production of MRWP and Production Company (as defined below) under the Agreement.
- B. MRWP is developing and producing a series entitled, *Mike Rowe Knows* (the "**Series**"), and API desires to sponsor six (6) episodes of the Series (the "**Sponsored Episodes**").
- C. API, GSDM, and MRWP have agreed that the sponsorship fee for the Sponsored Episodes will be \_\_\_\_\_ and the concept for the Sponsored Episodes will be consistent with the deck attached as Exhibit A. As part of this sponsorship, MRWP will create \_\_\_\_\_
- D. API desires to have MRWP commence research and development of the Sponsored Episodes, and the long-form agreement (the "**Agreement**"), specifying the terms and conditions of the sponsorship in more detail, is being finalized.

Now, therefore, the Parties agree as follows:

1. MRWP and Production Company jointly and severally represent and warrant none of the material contained in any research and development of the Sponsored Episodes developed under this Deal Memo violate or infringe upon the proprietary or statutory rights of any person or entity, or constitute an invasion of anyone's right to privacy. MRWP shall cause Production Company to comply with applicable laws and fulfill the representations and warrants in the preceding paragraph, including procuring and maintaining appropriate rights and licenses to develop any research and development of the Sponsored Episodes herein.
2. MRWP agrees that unless otherwise designated in the Agreement or for the purposes of performing the Agreement, any use of API confidential information or materials, or documents containing API's name or logo, whether in electronic media or hard copy, developed for or during the course of research and development of the Sponsored Episodes shall be approved by API.
3. API agrees to pay MRWP a \_\_\_\_\_ for MRWP to use to engage the production company ("**Production Company**") to commence research and development related to the Series. Such fee shall be payable within ten days after the execution of this Deal Memo.
4. MRWP shall attend, and cause a representative of the Production Company (currently anticipated to be School of Humans)
5. The parties agree to keep all proprietary information (including without limitation the terms of this Deal Memo), regarding the Series (collectively, "**Confidential Information**") confidential and shall not use or disclose any such Confidential Information, in whole or in part, to any party or entity, except (a) as may be required by law or court order, (b) in the event such Confidential Information becomes public information through no fault of either party, or (c) such party's accountant, auditors and legal counsel who shall be bound to the confidentiality obligations set forth herein.

NOW, THEREFORE, the Parties hereby acknowledge their acceptance and approval of the foregoing by executing this Deal Memo in the space set forth below.

American Petroleum Institute ("API")

MRW PRODUCTIONS, LLC ("MRWP")

By: \_\_\_\_\_

[Redacted Signature]

2/1/2019 | 12:08 PM EST

By: \_\_\_\_\_

[Redacted Signature]

2/1/2019 | 12:08 PM EST