

INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement is effective on March 1, 2015 ("*Effective Date*"), and is between TNA Entertainment, LLC (the "*Company*" or "*TNA*"), and Matt Hardy (the "*Contractor*").

RECITALS

The Contractor is a freelance performer who values her/his independence and freedom to engage in other business activities, not have a 9 to 5 job and prefers to operate as an independent contractor.

The Company wants to utilize the Contractor's services, and the Contractor can provide and wants to render such services to the Company, and the parties agree that it would be to their mutual advantage to execute this agreement and define the terms under which the Contractor shall render services to the Company. This agreement does not purport to set forth all of the conditions of the services to be provided to the Company by the Contractor.

The Contractor and the Company do not want an employer/employee relationship. The Company's operations give the Contractor, as an independent, professional wrestler and purveyor of entertainment services, opportunities to perform and obtain public exposure that will increase the value of the Contractor's services, knowledge of the industry, and the Contractor's standing in the entertainment industry.

The Contractor and the Company want to enter this Independent Contractor Agreement (hereinafter "Independent Contractor Agreement") because it is beneficial to the parties.

The parties therefore agree as follows:

C. **Programs and Recordings.** During the Term of this agreement, to increase the Contractor's public exposure, notoriety, visibility, profitability and generate sales and royalties, the Contractor hereby grants Company the exclusive, unrestricted, worldwide right to (i) grant and sell admissions to the Contractor's appearances, Performances, commentary, and any other work product for any or all of the Programs; (ii) produce, film, tape, photograph, record, edit, license, broadcast, exhibit, televise, and otherwise use the Contractor's name, likeness, image, biographical information, appearances, Performances, commentary, and any other work product for any or all of the Programs through any form, method or device; and (iii) license any or all of the above rights to third parties. Notwithstanding the termination of the Term of this agreement for any reason, Company shall have the right to (i) use, reproduce, manufacture, and distribute copies of the Programs, in any format, now known or hereinafter created ("**Recordings**"); and (ii) produce, reproduce, reissue, manipulate, reconfigure, license, manufacture, record, perform, exhibit, broadcast, televise in any form of television (including without limitation, free cable, pay cable, closed circuit and pay-per-view television), transmit, publish, copy, reconfigure, compile, print, reprint, vend, sell, distribute and use via any other medium now known or hereinafter discovered, and to authorize others to do so, the Programs and Recordings, in perpetuity, in any manner or media and by any art, method or device, now known or hereinafter discovered. All Programs and Recordings, including all Performances embodied therein, shall always be the sole property of the Company, free from any claims of ownership by the Contractor or any other third party.

D. **Assignment of Works.** All Performances, Programs, and Recordings, including without limitation any and all incidents, dialogue, characters, actions, routines, ideas, gags, accessories, crowns, inventions, championship title or other belts, and any other tangible or intangible materials written, composed, submitted, added, improvised, or created by or for the Contractor, are collectively referred to in this agreement as "**Works**." All Works and the Contractor's contributions thereto shall be owned solely and exclusively by the Company in perpetuity notwithstanding any termination of this agreement. To the extent such Works are considered (i) contributions to collective works, (ii) a compilation, (iii) a supplementary work and/or (iv) as part or component of a motion picture or other audio-visual work, the parties hereby expressly agree that the Works shall be considered "Works Made for Hire" under the United States Copyright Act of 1976, as amended (17 U.S.C. § 101 et seq.). In accordance therewith, all rights in and to the Works shall be owned solely and exclusively by the Company in perpetuity notwithstanding any termination of this agreement. If for any reason the Works or the Contractor's contributions thereto are deemed works other than "Works Made for Hire," the Contractor hereby irrevocably transfers and assigns to the Company all right, title and interest in and to such Works and contributions, including all copyrights, as well as all renewals and extensions thereto in the United States and worldwide. The Contractor agrees to execute, acknowledge and deliver any and all documentation necessary to effectuate the Company's rights herein or implement the intent of this agreement. The Company's rights described in this paragraph shall survive beyond the termination of this agreement.

E. **Return of Company Property.** Upon the termination of this agreement for any reason or no reason, the Contractor shall immediately return and deliver to the Company any and all Confidential Information, scripts, badges, security access cards, software, devices, data, reports, proposals, lists, correspondence, materials, equipment, papers, books, records, documents, memoranda, manuals, e-mail, including all copies thereof, books of account,

drawings, prints, plans, and the like which belong to the Company or relate to the Company's business and which are in the Contractor's possession, custody or control, whether prepared by the Contractor or others. If at any time after termination of this agreement, for any reason or no reason, the Contractor determines that Contractor has any Confidential Information in the Contractor's possession or control, the Contractor shall promptly return to the Company all such Confidential Information in the Contractor's possession or control, including all copies and portions thereof. Further, the Contractor shall not retain any Confidential Information, data, information or documents belonging to the Company or any copies thereof (in electronic or hard copy format). All gags, costumes, accessories, crowns, inventions, championship titles or other belts, and any items of tangible property provided to the Contractor by the Company and/or containing Works as defined above shall be immediately returned to the Company upon termination of the agreement for any reason

VI. ORIGINAL INTELLECTUAL PROPERTY AND MERCHANDISING

A. The Contractor's legal name, nickname, ring name, likeness, personality as of the date of this agreement, all service marks, trademarks, and any and all other distinctive and identifying indicia under which the Contractor claims any rights, including without limitation, character, biographical information, caricatures, voice, signature, gags, slogans, costumes, props, gimmicks, gestures, routines and themes, which are owned by or in which the Contractor have any rights anywhere in the world, including all corresponding goodwill (collectively, the "*Original Intellectual Property*") are described and identified on *Schedule A* attached hereto and incorporated herein by reference. The "Original Intellectual Property" shall also include all Company recordings, Company programs, Company merchandise and Company videos in which the Contractor appeared prior to the Term of this agreement.

B. The Contractor hereby grants to Company an exclusive (including as to the Contractor), worldwide, sub-licensable, transferable, perpetual, irrevocable right to use, copy, distribute, display, perform, transmit, and create derivative works of the Original Intellectual Property. It is agreed that all Works and Merchandise (defined below), including Works and Merchandise that contain Original Intellectual Property, shall always be the sole property of the Company, free from any claims of ownership by the Contractor. Company's rights described in this paragraph shall survive beyond the termination of this agreement, except that the above license will become non-exclusive.

C. The Contractor grants to the Company the exclusive, worldwide, transferable, perpetual right during the Term of the agreement and any renewals thereto, with respect to Original Intellectual Property to (i) apply for and obtain trademarks, service marks, copyrights, and other registrations throughout the world in the Company's name or on behalf of the Company's designee, and (ii) the right to sue for, settle, or release any present or future infringement of the Original Intellectual Property. During and after the Term of this agreement, at the Company's expense and request, the Contractor shall take such reasonable steps, as the Company deems necessary, for any registration or any litigation or other proceeding, to protect the Company's rights in the Original Intellectual Property, including signing any documents to facilitate registration or litigation.

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D. The materials, goods or merchandise incorporating the Original Intellectual Property or Works that are not Recordings ("*Merchandise*") may include, without limitation, computer, video or arcade games in any form and on any platform, action figures or dolls, t-shirts, posters, photos, books, biographies, articles, stories, and souvenirs. For the avoidance of doubt, the Company shall have perpetual right to exploit the Contractor's Original Intellectual Property and Works (including the Contractor's name(s), marks, images and likenesses) in the general or significantly similar form portrayed by the Contractor during the Term (e.g., creating "TNA legends" action figure toy lines, using Contractor's image in video games or generating or re-issuing images or renderings of the Contractor based on the Contractor's physical appearance during the Term, in any form or medium whether now known or hereafter devised).