



MATERIAL LICENSE AGREEMENT

Date: February 16, 2009
Licensor: Eric Turkewitz
Email: Eric@TurkewitzLaw.com
Phone: (212) 983-5900

Re: Episode: Medical Mistakes (the "Episode")
Episode No.: 0219B09JM
Initial Air Date: TBA

The following sets forth our agreement (the "Agreement") with respect to the use of certain material in the above referenced episode of *The Oprah Winfrey Show* (the "Program").

1. Licensor has granted Harpo Productions, Inc. and its affiliated entities (collectively, "Harpo"), the producer of the Program, a non-exclusive license to use various x-rays located at www.turkewitzlaw.com/surgical-mistakes.htm and listed in Exhibit "A," attached hereto and incorporated herein by reference (collectively, the "Material"), owned by and supplied to Harpo by Licensor, in the above-referenced Program for the purposes referred to herein. The Program is syndicated to television stations worldwide.
2. Licensor agrees to grant Harpo a gratis license. In consideration of the grant of rights and use of the Material by Harpo hereunder, it is agreed that Harpo will provide a courtesy credit in the end credits of the Program. Said credit shall read substantially in the following form:

PHOTOGRAPHS COURTESY

Turkewitz Law Firm

In the event that the Material is not incorporated into the Program no courtesy end credit or license fee of any kind shall be due to Licensor.

3. Licensor represents and warrants that Licensor is the sole owner and copyright proprietor of the Material; that Licensor is free to grant Harpo all rights hereunder and that it possesses all rights to the Material necessary for the grant of this license; that no element of the Material infringes upon any copyright or any other rights of any person, firm, or corporation; that all necessary releases were obtained from the persons appearing in the Material and that use of the Material hereunder will not require payment to any third party, including talent.
4. Licensor acknowledges and agrees that Harpo can use the Material in the Program and in connection with the advertising and promotion thereof for unlimited runs worldwide, in perpetuity in: (i) the television market and (ii) promos for the Episode of the Program (which may be broadcast on Oprah.com and any media outlets permitted to stream Harpo's promotional materials). Further, Harpo may crop the Material as necessary for its inclusion in the Program, solely as determined by Harpo.
5. Nothing in this Agreement shall be construed to require Harpo to use the Material or permit Harpo to publish or exhibit the Material apart from the Program or in a manner not provided for herein.
6. Harpo represents that the incorporation of the Material into the Program shall in no way affect Licensor's

continued and separate copyright ownership or proprietorship. Harpo further represents that it shall be the sole copyright proprietor of the Program and that the Program shall bear a copyright notice.

7. Licensor agrees to indemnify and hold Harpo harmless from and against any and all claims, losses, liabilities, damages and expenses, including reasonable attorneys' fees, which may result from Harpo's use of the Material or from any breach of Licensor's representations and warranties hereunder provided that such claims, etc. are reduced to final non-appealable judgment or settled with the consent of Licensor, which consent shall not be unreasonably withheld.
8. Licensor acknowledges and agrees that it shall not and cannot use Harpo's name or logos or Ms. Winfrey's name, voice, picture or likeness for any advertising or promotional purposes without first obtaining the written permission of Harpo relating to the Material. Specifically, Licensor agrees not to use Harpo's name or trademarks, Ms. Winfrey's name or likeness, or a quote from Ms. Winfrey or the Program on Licensor's website, in any Licensor-related publication, in connection with the marketing or advertising of Licensor or in connection with any book, blog or other publication, product or service (including digital transmissions such as the internet or other on-line computer communication services) relating to Licensor. Further, Licensor hereby agrees not to use the phrase "As seen on Oprah", or similar statements, in any promotional or advertising material it creates or on its website.
9. This Agreement and all collaterally related issues shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement represents the entire understanding between the parties hereto with respect to the subject hereof, supersedes all prior written and oral representations and cannot be modified orally. The parties hereto agree to keep the terms of this Agreement and/or the negotiations that lead up to its signature confidential.
10. A signed copy of this Agreement delivered by facsimile transmission or email in Adobe Acrobat format, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile or email in Adobe Acrobat format, and shall be binding upon such party in the same manner as though an originally signed copy had been delivered. This Agreement may be executed in counterparts, each of which together shall constitute one and the same Agreement.
11. Licensor may not assign its obligations under this Agreement to any other person, firm or corporation without the express written consent of Harpo.

The parties hereby confirm their agreement and understanding of the foregoing by signatures of their authorized representatives set forth below.

Very truly yours,

HARPO PRODUCTIONS, INC.

By: _____

Legal & Business Affairs

Date: _____

AGREED AND ACCEPTED BY:

By: _____

ERIC TURKEWITZ

Date: _____

Exhibit A

