

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 3, 2022



VINCO VENTURES, INC.

(Exact name of registrant as specified in charter)

Nevada
(State or other jurisdiction
of incorporation)

001-38448
(Commission
File Number)

82-2199200
(IRS Employer
Identification No.)

6 North Main Street
Fairport, New York
(Address of principal executive offices)

14450
(Zip Code)

(866) 900-0992
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value per share	BBIG	Nasdaq

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

As previously reported by VincO Ventures, Inc. (the "Company") in current reports on Form 8-K filed with the Securities and Exchange Commission (the "SEC") in October 2020, the Company, pursuant to that certain Purchase and Sale Agreement (the "Agreement"), acquired all of the issued and outstanding membership units of TBD Safety, LLC (the "Acquisition"). On May 26, 2021, pursuant to the Agreement, the Company issued a total of 764,618 shares (the "Acquisition Shares") of its common stock, par value \$0.001 per share (the "Common Stock") to two LLCs (the "Stockholders"). A portion of the Acquisition Shares represented more than 20% of the Company's outstanding shares of Common Stock as of the October 16, 2020 closing date of the Acquisition (the "Percentage Threshold").

To enable the shares issued pursuant to the Agreement to be below the Percentage Threshold, on January 3, 2022, the Company and one of the LLCs (controlled by person who served as the Company's Chief Strategy Officer from November 2020 until September 2021) entered into a Share Exchange Agreement (the "Exchange Agreement"). Pursuant to the Exchange Agreement, the parties agreed that (i) the LLC would return 600,000 shares of Common Stock to the Company after which the Company would cancel these 600,000 shares (the "Cancelled Shares") and (ii) the Company would pay \$1,644,000 to the LLC in exchange for the Cancelled Shares. In connection with the Exchange Agreement, the Company and the Stockholders entered into an Indemnification Agreement dated January 3, 2022 (the "Indemnification Agreement"), whereby the Company agreed to indemnify the Stockholders for any and all Losses (as defined in the Indemnification Agreement) incurred by the Stockholders, whether occurring before, on or after the date of the Exchange Agreement, in connection with the Acquisition, the Shares, the Cancelled Shares and related tax liabilities.

The closing of the Exchange Agreement occurred on January 3, 2022.

The foregoing description of the terms of the Exchange Agreement and the Indemnification Agreement, and the transactions contemplated thereby, does not purport to be complete and is qualified in its entirety by reference to the Exchange Agreement and the Indemnification Agreement, which are filed as Exhibit 10.1 and 10.2, respectively, hereto and are incorporated herein by reference.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

The Company has been communicating with the Listing Qualifications Department of the Nasdaq Stock Market LLC (“Nasdaq”) regarding an issue of inadvertent non-compliance with Nasdaq Listing Rule 5635(a) in connection with the Agreement.

Listing Rule 5635(a) requires shareholder approval prior to the issuance of securities in an acquisition if the total number of shares issued exceed 20% of the outstanding number of shares immediately prior to the transaction. On January 5, 2022, we received a letter from Nasdaq stating that because the original number of shares issued in the Acquisition exceeded 20% of the outstanding shares immediately prior to the transaction, Nasdaq determined the Company did not comply with the Listing Rule 5635(a). Nasdaq further determined that, as a result of the Company entering into and closing the Exchange Agreement, the Company has regained compliance with the Rule and the matter is now closed.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits:*

- 10.1 [Share Exchange Agreement between the Company and One LLC](#)
- 10.2 [Indemnification Agreement by and among the Company and Two LLCs](#)
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: January 7, 2022

VINCO VENTURES, INC.

By: /s/ Philip Jones
Name: Philip Jones
Title: Chief Financial Officer

SHARE EXCHANGE AGREEMENT

THIS STOCK EXCHANGE AGREEMENT (this “Agreement”) dated as of January 3, 2022, by and between [] LLC (the “Stockholder”) and VINCO VENTURES, INC. (the “Company”).

RECITALS

WHEREAS, on May 26, 2021 the Company issued to Stockholder and another entity a total of 764,618 shares of its Common Stock, \$.0001 par value (the “Shares”) in connection with a certain purchase and sale agreement which closed on October 16, 2020 (the “Acquisition”).

WHEREAS, the Shares were issued in error and above 19.99% of the outstanding shares of the Company at the time of the Acquisition.

WHEREAS, as a result of issuance of the Shares, the Company was deemed not to be compliant with certain NASDAQ listing rules that require shareholder approval (“Non- Compliance”).

WHEREAS, in order to cure the Non-Compliance, Stockholder desires to return, void or otherwise cancel 600,000 of the Shares to Company (the “Cancelled Shares”) in exchange for the cash consideration set forth herein, and Company desires to accept the Cancelled Shares in exchange for the cash consideration set forth herein to cure the Non-Compliance and to satisfy the NASDAQ listing requirements.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Cancelled Shares. Stockholder agrees to cause the Cancelled Shares to be transferred, conveyed, and delivered to the Company.
 2. Consideration. In exchange for the Cancelled Shares, Company agrees pay the sum of \$1,644,000 United States Dollars as full and final consideration for the Cancelled Shares, to release and indemnify Stockholder to the fullest extent of the law.
-
3. Closing. The closing shall occur on the date the Cancelled Shares are received by the Company and Stockholder receives the Consideration set forth in Section 2.
 4. Mutual General Release. Each Party, on behalf of themselves and their predecessors, successors, affiliates, officers, directors, employees, agents, attorneys, assigns, heirs, executors, administrators, trustees and/or anyone claiming rights through any of the foregoing hereby remise, release and forever discharge each other Party and their predecessors, successors, parents, subsidiaries, holding companies, affiliates, and past and present officers, directors, shareholders, managers, members, employees, agents, attorneys, assigns, heirs, executors, administrators, trustees and/or anyone claiming rights through any of the foregoing from the claims asserted in connection with the Acquisition, Shares and Cancelled Shares, and from any and all debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, claims, counterclaims, cross-claims, demands, damages, complaints, actions, causes of actions and suits at law or in equity, of any type whatsoever, whether known or unknown, suspected or unsuspected, contingent or liquidated, which the each Party now has or ever had against any other Party, from the beginning of time until the until the date of execution of this Agreement, executory obligations under this Agreement excepted.
 5. Indemnification. The Company shall indemnify and hold harmless the Stockholder and the other entity that received a portion of the Share and such other parties’ members, agents, beneficiaries, affiliates, representatives and their respective successors and assigns to the fullest extent of the law, in accordance with the terms set forth in the Indemnification Agreement, affixed hereto as Exhibit A.
 6. Authority. The parties have the right, power, authority and capacity to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform his obligations under this Agreement.
 7. Further Assurances. From time to time, whether at or following the Closing, each party shall make reasonable commercial efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable, including as required by applicable laws, to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement.
-
8. Notices. All notices or other communications required or permitted hereunder shall be in writing shall be deemed duly given (a) if by personal delivery, when so delivered, (b) if mailed, three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below, or (c) if sent through an overnight delivery service in circumstances to which such service guarantees next day delivery, the day following being so sent to the addresses of the parties as indicated on the signature page hereto. Any party may change the address to which notices and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.
 9. Choice of Law; Jurisdiction. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Nevada, without giving effect to principles of conflicts of law.
 10. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersedes all prior and contemporaneous agreements, arrangements and understandings of the parties relating to the subject matter hereof. No representation, promise, inducement, waiver of rights, agreement or statement of intention has been made by any of the parties which is not expressly embodied in this Agreement.
 11. Amendments. This Agreement may be amended, modified, superseded or cancelled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto.
 12. Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other term, covenant, representation or warranty of this Agreement.
 13. Survival. Sections 5, 8, 9 and 10 of this Agreement shall survive the Closing for a period of one (1) year.
-

14. Counterparts. This Agreement may be executed simultaneously in two or more counterparts and by any reliable electronic means such as, but not limited to, a photocopy, electronically scanned or facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
15. Severability. If any term, provisions, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
16. Interpretation. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore shall not be construed against a party or parties on the ground that such party or parties drafted or was more responsible for the drafting of any such provision(s). The parties further agree that they have each carefully read the terms and conditions of this Agreement, that they know and understand the contents and effect of this Agreement and that the legal effect of this Agreement has been fully explained to its satisfaction by counsel of its own choosing.
17. Further Assurances. At the reasonable request of Purchaser and without demanding further consideration from Purchaser, Seller agrees to execute and deliver to Purchaser such other documents and instruments, and do and perform such other acts and things, as may be reasonably necessary for effecting completely the consummation of the transfer of ownership in and to the Cancelled Shares to the Company.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Stockholders

[] LLC

By:
Title: Authorized Member

The Company

VINCO VENTURES, INC.

By: Lisa King
Title: CEO

EXHIBIT A
INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (this “Agreement”), is made and entered into effective as of January 3, 2022 (the “Effective Date”), by and between **VINCO VENTURES, INC.**, a Nevada corporation and its subsidiaries and affiliates (the “Company”) and [], LLC (“[]”), [], LLC, and their members, agents, beneficiaries, affiliates, representatives and their respective successors and assigns, including but not limited to [], and [] (collectively the “Indemnitee”).

RECITALS:

WHEREAS, on May 26, 2021 the Company issued to Indemnitee a total of 764,618 shares of its Common Stock, \$.0001 par value (the “Shares”) in connection with a certain purchase and sale agreement which closed on October 16, 2020 (the “Acquisition”).

WHEREAS, the Company issued the Shares in error and in that the Shares represented in excess of 19.99% of the outstanding shares of the company at the time of the Acquisition.

WHEREAS, as a result of issuance the Shares, the Company was deemed not to be compliant with certain NASDAQ listing rules that require shareholder approval (“Non-Compliance”).

WHEREAS, in order to cure the Non-Compliance, the Company requested that [] return, void or otherwise cancel 600,000 of the Shares to Company (the “Cancelled Shares”) in exchange for the cash consideration set forth herein, and Company desires to accept the Cancelled Shares in exchange for the cash consideration set forth herein to cure the Non-Compliance and to satisfy the NASDAQ listing requirements.

WHEREAS, [] and the Company agrees cancel 600,000 of the Shares to Company (the “Cancelled Shares”) in exchange for the cash consideration as set forth the Share Exchange Agreement (“SEA”) dated as of January 3, 2022.

WHEREAS, the SEA requires that the Company indemnify the Indemnitee in accordance with this Agreement as part of the consideration for the Cancelled Shares.

NOW, THEREFORE, in consideration of the foregoing and the Indemnitee’s agreement to continue to provide services to the Company, the parties agree as follows:

Exhibit A to Share Exchange Agreement

1

AGREEMENT

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Claim” means:

(i) any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, arbitrative, investigative or other, and whether made pursuant to federal, state or other law; or

(ii) any inquiry, hearing or investigation that the Indemnitee determines might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism.

(b) “Expenses” means any and all expenses, including attorneys’ and experts’ fees, court costs, transcript costs, travel expenses, duplicating, printing and binding costs, telephone charges, and all other costs and expenses incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness or participate in, any Claim. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Claim, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, and (ii) Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee’s rights under this Agreement, by litigation or otherwise. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(c) “Expense Advance” means any payment of Expenses advanced to Indemnitee by the Company.

(d) “Indemnifiable Event” means any event or occurrence, whether occurring before, on or after the date of this Agreement, related to the Acquisition, Shares, Cancelled Shares and related tax liabilities.

(e) “Independent Counsel” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently performs, nor in the past five years has performed, services for either: (i) the Company or Indemnitee (other than in connection with matters concerning Indemnitee under this Agreement or of other indemnitees under similar agreements) or (ii) any other party to the Claim giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement.

(f) “Losses” means any and all Expenses, damages, losses, liabilities, judgments, fines, penalties (whether civil, criminal or other), amounts paid or payable in settlement, including any interest, assessments, any federal, state, local or foreign taxes imposed as a result of the actual or deemed receipt of any payments under this Agreement and all other charges paid or payable in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness or participate in, any Claim.

Exhibit A to Share Exchange Agreement

2

2. **Indemnification.** The Company shall indemnify Indemnitee, to the fullest extent permitted by the laws of the State of Nevada in effect on the date hereof, or as such laws may from time to time hereafter be amended to increase the scope of such permitted indemnification, against any and all Losses if Indemnitee was or is or becomes a party to or participant in, or is threatened to be made a party to or participant in, any Claim by reason of or arising in part out of an Indemnifiable Event, including, without limitation, Claims brought by or in the right of the Company, Claims brought by third parties, and Claims in which the Indemnitee is solely a witness.

3. **Advancement of Expenses.** Indemnitee shall have the right to advancement by the Company, prior to the final disposition of any Claim by final adjudication to which there are no further rights of appeal, of any and all Expenses actually and reasonably paid or incurred by Indemnitee in connection with any Claim arising out of an Indemnifiable Event. Indemnitee’s right to such advancement is not subject to the satisfaction of any standard of conduct. Without limiting the generality or effect of the foregoing, within thirty days after any request by Indemnitee, the Company shall, in accordance with such request, (a) pay such Expenses on behalf of Indemnitee, (b) advance to Indemnitee funds in an amount sufficient to pay such Expenses, or (c) reimburse Indemnitee for such Expenses. In connection with any request for Expense Advances,

Indemnitee shall not be required to provide any documentation or information to the extent that the provision thereof would undermine or otherwise jeopardize attorney-client privilege. In connection with any request for Expense Advances, Indemnitee shall execute and deliver to the Company an undertaking to repay any amounts paid, advanced, or reimbursed by the Company for such Expenses to the extent that it is ultimately determined, following the final disposition of such Claim, that Indemnitee is not entitled to indemnification hereunder. Indemnitee's obligation to reimburse the Company for Expense Advances shall be unsecured and no interest shall be charged thereon.

4. **Indemnification for Expenses in Enforcing Rights.** To the fullest extent allowable under applicable law, the Company shall also indemnify against, and, if requested by Indemnitee, shall advance to Indemnitee, any Expenses actually and reasonably paid or incurred by Indemnitee in connection with any action or proceeding by Indemnitee for (a) indemnification or reimbursement or advance payment of Expenses by the Company under any provision of this Agreement, hereafter in effect relating to Claims relating to Indemnifiable Events, However, in the event that Indemnitee is ultimately determined not to be entitled to such indemnification or insurance recovery, as the case may be, then all amounts advanced under this section shall be repaid.

5. **Partial Indemnity.** If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for a portion of any Losses in respect of a Claim related to an Indemnifiable Event but not for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

6. **Notification and Defense of Claims.**

(a) **Notification of Claims.** Indemnitee shall notify the Company in writing as soon as practicable of any Claim which could relate to an Indemnifiable Event or for which Indemnitee could seek Expense Advances, including a brief description (based upon information then available to Indemnitee) of the nature of, and the facts underlying, such Claim. The failure by Indemnitee to timely notify the Company hereunder shall not relieve the Company from any liability hereunder unless the Company's ability to participate in the defense of such claim was materially and adversely affected by such failure. The Company shall provide to Indemnitee a copy of such notice delivered to the applicable insurers, and copies of all subsequent correspondence between the Company and such insurers regarding the Claim, in each case substantially concurrently with the delivery or receipt thereof by the Company.

(b) **Defense of Claims.** The Company shall be entitled to participate in the defense of any Claim relating to an Indemnifiable Event at its own expense and, except as otherwise provided below, to the extent the Company so wishes, it may assume the defense thereof with counsel reasonably satisfactory to Indemnitee. After notice from the Company to Indemnitee of its election to assume the defense of any such Claim, the Company shall not be liable to Indemnitee under this Agreement or otherwise for any Expenses subsequently directly incurred by Indemnitee in connection with Indemnitee's defense of such Claim other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ its own legal counsel in such Claim, but all Expenses related to such counsel incurred after notice from the Company of its assumption of the defense shall be at Indemnitee's own expense; provided, however, that if (i) Indemnitee's employment of its own legal counsel has been authorized by the Company, (ii) Indemnitee has reasonably determined that there may be a conflict of interest between Indemnitee and the Company in the defense of such Claim, (iii) after a Change in Control, Indemnitee's employment of its own counsel has been approved by the Independent Counsel or (iv) the Company shall not in fact have employed counsel to assume the defense of such Claim, then Indemnitee shall be entitled to retain its own separate counsel (but not more than one law firm) and all Expenses related to such separate counsel shall be borne by the Company.

7. **Procedure upon Application for Indemnification.** In order to obtain indemnification pursuant to this Agreement, Indemnitee shall submit to the Company a written request therefor, including in such request such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of the Claim. Indemnification shall be made insofar as the Company determines Indemnitee is entitled to indemnification as set forth below.

8. **Determination of Right to Indemnification.**

(a) **Mandatory Indemnification; Indemnification as a Witness.**

(i) To the extent that Indemnitee shall have been successful on the merits or otherwise in defense of any Claim relating to an Indemnifiable Event or any portion thereof or in defense of any issue or matter therein, including without limitation dismissal without prejudice, Indemnitee shall be indemnified against all Losses relating to such Claim to the fullest extent allowable by law, and no Standard of Conduct Determination (shall be required).

(ii) To the extent that Indemnitee's involvement in a Claim relating to an Indemnifiable Event is to prepare to serve and serve as a witness, and not as a party, the Indemnitee shall be indemnified against all Losses incurred in connection therewith to the fullest extent allowable by law.

(iii) **Defense to Indemnification and Burden of Proof.** It shall be a defense to any action brought by Indemnitee against the Company to enforce this Agreement (other than an action brought to enforce a claim for Losses incurred in defending against a Claim related to an Indemnifiable Event in advance of its final disposition) that it is not permissible under applicable law for the Company to indemnify Indemnitee for the amount claimed. In connection with any such action or any related Standard of Conduct Determination, the burden of proving such a defense or that the Indemnitee did not satisfy the applicable standard of conduct shall be on the Company.

(iv) **Resolution of Claims.** The Company acknowledges that a settlement or other disposition short of final judgment may be successful on the merits or otherwise if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any Claim relating to an Indemnifiable Event to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with our without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits. The Company shall have the burden of proof to overcome this presumption.

9. **Duration.** All agreements and obligations of the Company contained herein shall continue so long as Indemnitee may be subject to any possible Claim relating to an Indemnifiable Event (including any rights of appeal thereto) and (ii) throughout the pendency of any proceeding (including any rights of appeal thereto) commenced by Indemnitee to enforce or interpret his or her rights under this Agreement, even if, in either case, he or she may have ceased to serve in such capacity at the time of any such Claim or proceeding.

10. **Amendments.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company), assigns, spouses, heirs and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial part of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had

taken place.

12. **Severability.** The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any portion thereof) are held by a court of competent jurisdiction to be invalid, illegal, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

13. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed, by postage prepaid, certified or registered mail:

(a) if to Indemnitee, to the address set forth on the signature page hereto.

(b) If to the Company, to the address set forth on the signature page hereto

Notice of change of address shall be effective only when given in accordance with this Section. All notices complying with this Section shall be deemed to have been received on the date of hand delivery or on the third business day after mailing.

14. **Governing Law and Forum.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada applicable to contracts made and to be performed in such state without giving effect to its principles of conflicts of laws. The Company and Indemnitee hereby irrevocably and unconditionally: (a) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Nevada Court and not in any other state or federal court in the United States, (b) consent to submit to the exclusive jurisdiction of the Nevada Court for purposes of any action or proceeding arising out of or in connection with this Agreement.

15. **Headings.** The headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction or interpretation thereof.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, but all of which together shall constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

VINCO VENTURES, INC.

By: Lisa King, CEO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[], LLC

By: [], Authorized Agent

[], Individually

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[], LLC

By: [], Authorized Agent

[], Individually