

SECURITIES AND EXCHANGE COMMISSION

FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

Filing Date: **2013-01-11**
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FILER

Smack Sportswear

CIK: **1422768** | IRS No.: **261665960** | State of Incorporation: **NV** | Fiscal Year End: **0630**
Type: **S-8** | Act: **33** | File No.: **333-185995** | Film No.: **13526159**
SIC: **5600** Apparel & accessory stores

Mailing Address
*1765 OAK STREET
TORRANCE CA 90501*

Business Address
*1765 OAK STREET
TORRANCE CA 90501
310-787-1222*

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM S-8
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

SMACK SPORTSWEAR

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation or organization)

26-1665960
(IRS Employer
Identification No.)

1765 Oak Street
Torrance, CA 90501
(Address, including zip code, of Principal Executive Offices)

LEGAL SERVICES AGREEMENT
(Full title of the plan)

Bill Sigler
Chief Executive Officer
Smack Sportswear
1765 Oak Street
Torrance, CA 90501
(310) 787-1222
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With a Copy to:
Thomas C. Cook, Esq.
Law Offices of Thomas C. Cook, Ltd.
500 N. Rainbow Blvd, Suite 300
Las Vegas, NV 89107
(702) 221-1925

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered(1)	Proposed maximum offering price per share(2)	Proposed maximum aggregate offering price(2)	Amount of registration fee(3)
CoCommon Stock, par value \$0.001 per share	120,000	\$ 0.205	\$ 24,600	\$ 3.35

- (1) This Registration Statement relates to 120,000 shares of the Registrant's Common Stock, par value \$0.001 per share, to be issued pursuant to the terms of the Legal Services Agreement with the Law Offices of Thomas C. Cook
- (2) Estimated pursuant to Rule 457(c) solely for purposes of calculating the amount of the registration fee, based upon the average of the bid and asked prices reported on January 9, 2013 by the Financial Industry Regulatory Authority (FINRA) OTC Bulletin Board.

EXPLANATORY NOTE

In accordance with the instructional Note to Part I of Form S-8 as promulgated by the U. S. Securities and Exchange Commission, the information specified in Part I of Form S-8 has been omitted from this Registration Statement on Form S-8 for offers of Common Stock pursuant to the Legal Services Agreement.

PART I

INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

The following documents listed under this Part I and the documents incorporated by reference under Item 3 of Part II to this Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act, and are incorporated herein by reference.

Item 1. PLAN INFORMATION

The information required to be provided pursuant to this Item to Thomas C. Cook, Esq., the Law Offices of Thomas C. Cook, Ltd., as set forth in the Legal Agreement dated March 30, 2012 (See Exhibit 99.1).

PART II

Item 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents heretofore filed by the Company with the Commission pursuant to the Exchange Act are hereby incorporated by reference, except as superseded or modified herein:

- (a) Our Annual Report on Form 10-K for the fiscal year ended December 31, 2011;
- (b) Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2012, and our amended Quarterly report for the quarter ended March 31, 2012.
- (c) Our Quarterly Report on Form 10-Q for the quarter ended June 30, 2012, and our amended Quarterly Report for the quarter ended June 30, 2012;
- (d) Our Quarterly Report on Form 10-Q for the quarter ended September 30, 2012; and

- (e) The description of our Common Stock, \$0.001 par value per share, contained in our Registration Statement on Form SB-2 filed on January 7, 2008, including any amendments or reports filed for the purpose of updating such description.

In addition, all documents and reports subsequently filed by the Registrant pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold, or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this registration statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Item 4. DESCRIPTION OF SECURITIES

Not applicable, the class of securities to be offered is registered under Section 12 of the Securities Exchange Act of 1934.

Item 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Certain legal matters in connection with this registration statement will be passed upon for Smack Sportswear by the Law Offices of Thomas C. Cook. Mr. Cook is a shareholder of the registrant and will own registered shares pursuant to this S-8 registration statement. All of the shares registered under this Legal Services Agreement will be paid to Mr. Cook for legal services performed in the past and for legal services to be performed through March 31, 2013.

Item 6. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

THE ARTICLES OF INCORPORATION OF THE COMPANY PROVIDE FOR INDEMNIFICATION OF EMPLOYEES AND OFFICERS IN CERTAIN CASES. INSOFAR AS INDEMNIFICATION FOR LIABILITIES ARISING UNDER THE SECURITIES ACT OF 1933 MAY BE PERMITTED TO DIRECTORS, OFFICERS OR PERSONS CONTROLLING THE COMPANY PURSUANT TO THE FOREGOING PROVISIONS, THE COMPANY HAS BEEN INFORMED THAT IN THE OPINION OF THE SECURITIES AND EXCHANGE COMMISSION SUCH INDEMNIFICATION IS AGAINST PUBLIC POLICY AS EXPRESSED IN THE ACT AND IS THEREFORE UNENFORCEABLE.

In addition, Section 78.751 of the Nevada General Corporation Laws provides as follows: 78.751 Indemnification of officers, directors, employees and agents; advance of expenses.

1. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

2. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent

jurisdiction, after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

3. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections 1 and 2, or in defense of any claim, issue or matter therein, he must be indemnified by the corporation against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense.

4. Any indemnification under subsections 1 and 2, unless ordered by a court or advanced pursuant to subsection 5, must be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances. The determination must be made: (a) By the stockholders; (b) By the board of directors by majority vote of a quorum consisting of directors who were not parties to act, suit or proceeding; (c) If a majority vote of a quorum consisting of directors who were not parties to the act, suit or proceeding so orders, by independent legal counsel in a written opinion; or (d) If a quorum consisting of directors who were not parties to the act, suit or proceeding cannot to obtained, by independent legal counsel in a written opinion; or

5. The Articles of Incorporation, the Bylaws or an agreement made by the corporation may provide that the expenses of officers and directors incurred in defending a civil or criminal, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by corporation. The provisions of this subsection do not affect any rights to advancement of expenses to which corporate personnel other than the directors or officers may be entitled under any contract or otherwise by law.

6. The indemnification and advancement of expenses authorized in or ordered by a court pursuant to this section: (a) Does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the articles of incorporation or any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, for either an action in his official capacity or an action in another capacity while holding his office, except that indemnification, unless ordered by a court pursuant to subsection 2 or for the advancement of expenses made pursuant to subsection 5, may not be made to or on behalf of any director or officer if a final adjudication establishes that his act or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action. (b) Continues for a person who has ceased to be a director, officer, employee or agent and endures to the benefit of the heirs, executors and administrators of such a person. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

Item 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not Applicable.

Item 8. EXHIBITS.

The Exhibit Index that follows the signature page to this Registration Statement is incorporated herein by reference.

Item 9. UNDERTAKINGS.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers and sales are being made, a post-effective amendment to this registration statement to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(5) Insofar as indemnification for liabilities under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Torrance, California.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Torrance, California on the 9th day of January, 2013.

SMACK SPORTSWEAR

By: /s/ Bill Sigler
Bill Sigler
CEO, President,
Secretary, Director

POWER OF ATTORNEY

We, the undersigned sole officer and director of Smack Sportswear hereby appoints Bill Sigler, our true and lawful attorney-in-fact with full power, to sign for us in the capacities indicated below, the registration statement on Form S-8 filed herewith and any and all subsequent amendments to said registration statement, and generally to do all such things in our names and on our behalf in our capacities as officers and directors to enable Smack Sportswear to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the U. S. Securities and Exchange Commission, hereby ratifying and confirming our signature as they may be signed by our said attorneys, or any of them, to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Bill Sigler</u> Bill Sigler	President, CEO (principal executive officer),	Jan. 9, 2013

Exhibit Index

Exhibit Number	Description of Exhibit
5.1	Opinion of counsel
23.1	Consent of counsel (included in Exhibit 5.1)
23.2	Consent of Seale and Beers, CPAs
24.1	Powers of Attorney (contained on the signature page hereto)
99.1	Legal Services Agreement

Exhibit 5.1

THE LAW OFFICES OF
THOMAS C. COOK, LTD.
ATTORNEY AND COUNSELOR AT LAW
500 N. RAINBOW, SUITE 300
LAS VEGAS, NEVADA 89107
(702) 221-1925
FAX (702) 221-1963

January 9, 2013

U. S. Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, D.C. 20549

Re: Smack Sportswear
Registration Statement on Form S-8

Gentlemen:

We have acted as special counsel to Smack Sportswear, a Nevada corporation (the "Company"), in connection with the preparation for filing with the U. S. Securities and Exchange Commission of a Registration Statement on Form S-8 ("Registration Statement") under the Securities Act of 1933, as amended. The Registration Statement relates to the registration of 120,000 shares ("Shares") of the Company's common stock, par value \$0.001 per share ("Common Stock"), for a Legal Services Agreement.

We have examined the Agreements and such corporate records, documents, instruments and certificates of the Company, and have reviewed such other documents as we have deemed relevant under the circumstances. In such examination, we have assumed without independent investigation the authenticity of all documents submitted to us as originals, the genuineness of all signatures, the legal capacity of all natural persons, and the conformity of any documents submitted to us as copies to their respective originals. As to certain questions of fact material to this opinion, we have relied without independent investigation upon statements or certificates of public officials and officers of the Company.

Based upon and subject to the foregoing, we are of the opinion that the Shares, when issued in accordance with the Agreement, will be legally issued, fully paid and non-assessable.

In connection with this opinion, we have examined the Registration Statement, the Company's Articles of Incorporation and By-laws, and such other documents as we have deemed necessary to enable us to render the opinion hereinafter expressed.

We render no opinion as to the laws of any jurisdiction other than the internal laws of the State of Nevada.

We hereby consent to the use of this opinion as an exhibit to the Registration Statement and to the reference to our name under the caption "Legal Opinions" in the prospectus included in the Registration Statement.

This opinion is conditioned upon the compliance by the Company with all applicable provisions of the Securities Act of 1933, as amended, and such state securities rules, regulations and laws as may be applicable.

Very truly yours,

/s/ Thomas C. Cook, Esq.

Thomas C. Cook, Esq.

SEALE AND BEERS, CPAs
PCAOB & CPAB REGISTERED AUDITORS
www.sealebeers.com

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference, in the registration statement on Form S-8, of Smack Sportswear, of our report dated April 12, 2012 on our audit of the financial statements of Smack Sportswear as of December 31, 2011 and 2010, and the related statements of operations, stockholders' equity (deficit) and cash flows for the years then ended and for the period from inception on October 31, 2007 through December 31, 2011, and the reference to us under the caption "Experts."

/s/ Seale and Beers, CPAs

Seale and Beers, CPAs
Las Vegas, Nevada
January 9, 2013

Seale and Beers, CPAs PCAOB & CPAB Registered Auditors
50 S. Jones Blvd Suite 202 Las Vegas, NV 89107 Phone: (888)727-8251 Fax: (888)782-2351

THE LAW OFFICES OF
THOMAS C. COOK, LTD.

ATTORNEY AND COUNSELOR AT LAW

500 N. RAINBOW, SUITE 300

LAS VEGAS, NEVADA 89107

(702) 221-1925

FAX (702) 221-1963

CONTRACT FOR SERVICES

The following constitutes an Agreement (the "Agreement") between The Law Offices of Thomas C. Cook ("TCC"), 500 N. Rainbow Blvd., Suite 300, Las Vegas, Nevada 89107, and the undersigned (hereinafter referred to as the "Client"):

COMPANY: Reshoot Production Company (the "Client")

Also known as Smack Sportswear

ADDRESS: 1765 Oak Street

CITY/STATE/ZIP: Torrance, CA 90501

CONTACT PERSON: Mr. Bill Sigler

TELEPHONE: (310) 787-1222

TCC hereby agrees to perform legal services for the Client, specifically securities work to keep Reshoot Production a fully reporting with the U.S. Securities and Exchange Commission and a publicly traded company. In consideration of mutual promises made herein and for other good and valuable consideration, the sufficiency of which are hereby acknowledged by TCC and Client, both parties agree as follows:

1. Duties of TCC: TCC will provide the following services:

- (a) "Securities Legal Work" - the preparation for Client of all the required documents with regards to its filing requirements with the SEC. This includes all legal documents, including, attorney opinions and other necessary documents required to keep the Client a fully reporting Company with the SEC.
- (b) "FINRA and SEC Comment Letter Support"- assist the Client in answering any and all comment letters from FINRA and with the SEC incident to corporate actions, e.g., name change, merger, acquisitions, symbol change.
- (c) The preparation and filing for Client of the required Current Reports on Form 8-K, Quarterly and Annual Reports with the SEC.
- (d) The preparation and filing of any Information Statements with regards to any corporate actions.
- (e) TCC will render aforementioned securities work beginning April 1, 2012 through March 31, 2013 (end of contract).

2. Duties Not To Be Performed by TCC: TCC will not provide the following services:

- (a) The preparation of any press releases for the company, nor the review, editing or commenting beforehand on any press releases the Client disseminates.
- (b) Negotiating any business contacts, licensing agreement or business arrangements with other individuals or entities on behalf of the Client.
- (c) Preparing or drafting any non-securities related documents for the Client.

3. Client to Provide Information: Client agrees to provide TCC with any information and documents as may be requested by TCC in connection with the services to be performed for Client. Client shall be solely responsible for the accuracy of the information and representations contained in any documents to be prepared by TCC on behalf of Client.

4. Compensation: Client shall provide TCC with one hundred twenty thousand (120,000) common shares of Reshoot Production Company (to be known as Smack Sportswear). These shares will be transferred from the Client's personal holdings of Reshoot Production. The Client agrees that TCC has demand registration rights and can register these shares with the U.S. Securities and Exchange Commission on Form S-8.

5. Other Expenses: TCC's compensation does not include any direct filing fees required to be submitted with any registration, filings, auditor fees, accounting fees, State filings, CUSIP fees or self-regulatory agency fees, all of which must be paid directly by the Client. Client must issue checks in full payment of these fees, payable to the appropriate payee, in the appropriate amount, and return the checks to TCC along with the executed documents. TCC will submit these checks to the appropriate payees along with the associated documents. Similarly, TCC is not responsible for certain printing or overnight mail costs or accounting expenses (**Client is responsible for obtaining and paying for its own audited financial statements**) associated with the documentation described above. Client will issue a check for these costs and expenses and return the check to TCC along with the executed documents for their submission to the appropriate authorities.

6. TIMELY REVIEW BY CLIENT: IF DOCUMENTS ARE NOT RETURNED TO TCC, CORRECTLY EXECUTED AND WITH PROPER PAYMENT AS INDICATED BY THE COVER LETTER REFERRED TO IN ITEM 4 HEREIN, WITHIN 21 DAYS OF SUBMISSION OF SUCH DOCUMENTS TO THE CLIENT, TCC WILL NOT GUARANTEE THAT THE DOCUMENTS WILL BE ACCEPTED BY TCC OR RECEIVE PRORITY TREATMENT UPON THEIR RETURN. DOCUMENTS WHICH ARE HELD BY THE CLIENT FOR 30 DAYS OR LONGER MAY REQUIRE REVISIONS WHICH WILL BE BILLED TO THE CLIENT AT TCC'S THEN CURRENT HOURLY RATE. FURTHERMORE, SOME STATE AGENCIES DO NOT ACCEPT DOCUMENTS WHICH HAVE BEEN SIGNED/ NOTARIZED MORE THAN 30 DAYS PRIOR TO RECEIPT BY SUCH AGENCY OF SAID DOCUMENT. ANY DOCUMENT THAT REQUIRES REVISION DUE TO THE CLIENT'S FAILURE TO RETURN THE AFOREMENTIONED DOCUMENTS TO TCC WITHIN THE TIMEFRAME FIRST INDICATED ABOVE WILL BE BILLED TO THE CLIENT AT TCC'S THEN CURRENT HOURLY RATE. FINALLY, ANY DOCUMENTS WHICH ARE NOT RETURNED TO TCC WITHIN 120 DAYS MAY, AT TCC'S SOLE DISCRETION, BE CONSIDERED NULL AND VOID, IN WHICH CASE FULL PAYMENT IS DUE TCC PURSUANT TO ITEM 3 HEREIN.

7. Certain Circumstances: TCC assumes no responsibility for any occurrences beyond its control, including but not limited to Federal or FINRA filing backlogs or agency computer breakdowns, which may result in processing delays. TCC will use its best efforts to prepare documents and SEC filings for Client but cannot guarantee that the SEC will comment of TCC's work; however, in the event that there is an error or oversight on the part of TCC, TCC will use its best efforts to resolve the problem at no additional expense to Client. In no event will TCC be liable for actual, incidental, consequential, related or any other type of damages, in any amount, attributable to such error or oversight on the part of TCC.

8. Indemnification: Client hereby agrees to indemnify and hold harmless TCC, its partners, employees, agents, representatives, assigns, and controlling persons (and other officers, directors, employees, agents, representatives, assigns and controlling persons) from any and all losses, claims, damages, liabilities, costs, and expenses (and all other actions, suits, proceedings, or claims in respect thereof) and any legal or other expenses in giving testimony or furnishing documents in response to a subpoena or otherwise (including, without limitation, the cost of investigating, preparing or defending any such action, suit, proceeding, or claim, whether or not in connection with any action, suit, proceeding or claim for which it is a party), as and when incurred, directly or indirectly, caused by, relating to, based upon or arising out of the services pursuant to this agreement so long as TCC has not committed intentional or willful misconduct, nor acted with gross negligence, in connection with the services which form the basis of the claim for indemnification. Client further agrees that TCC shall incur no liability on account of this agreement or any acts or omissions arising out of or relating to this agreement except for such intentional or willful misconduct. This paragraph shall survive the expiration or termination of this agreement.

Client also expressly indemnifies TCC for any future liabilities, either administrative, civil, or criminal related to the improper use by Client or its assigns of any and all documentation that is provided to Client by TCC pursuant to this Agreement.

Client hereby further agrees to indemnify TCC against any action, suit, claim or proceeding, whether civil, criminal or administrative, and against any fine, cost, levy, expense, judgment or award arising therefrom (collectively a "Claim"), in which TCC may be involved (whether as a witness or a party) as a result of any application or document filed or processed by TCC, on the Client's behalf, which contains any false or misleading statement or omission of material fact or which, other than through gross negligence of TCC, violates any statute, rule or order of any Federal, state or self-regulatory authority. Client agrees that TCC shall have no responsibility to verify the accuracy or adequacy of any statement, document, fact or information provided to TCC by Client or Client's attorney, accountant, representative or agents.

9. Independent Contractor Status: TCC shall perform its services under this contract as an independent contractor and not as an employee of Client or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that TCC shall have no authority to act for, represent or bind Client or any affiliate thereof in any manner, except as provided for expressly in this Agreement or in writing by Client.

10. Additional Services: Client understands and acknowledges by the acceptance of this Agreement that any and all services outside the direct scope of the documents listed in Section 1 above shall be billed to Client by TCC at TCC's then current hourly rates. Such services need to be agreed to by both TCC and Client, in writing before any works begin.

11. Amendment and Modification: Subject to applicable law, this Agreement may be amended, modified or supplemented only by a written agreement signed by both parties. No oral modifications to this Agreement may be made.

12. Entire Agreement: This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. The failure by TCC to insist on strict performance of any term or condition contained in this Agreement shall not be construed by Client as a waiver, at any time, of any rights, remedies or indemnifications, all of which shall remain in full force and effect from time of execution through eternity.

13. Agreement Binding: This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of the parties hereto. Client shall not assign its rights or delegate its duties under any term or condition set forth in this Agreement without the prior written consent of TCC.

14. Attorney's Fees: In the event an arbitration, mediation, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator, mediator, trial court and/or appellate court.

15. Severability: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid and unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in nature in its terms to such illegal, invalid or unenforceable provision as may be legal, valid and enforceable.

16. Governing Law: This Agreement shall be governed by the laws of the State of Nevada, and the venue for the resolution of any dispute arising thereof shall be in Clark County, State of Nevada.

17. Client Responsibility: The Client understands that any and all suggestions, opinions or advice given to the Client by TCC are advisory only and the ultimate responsibility, liability and decision regarding any action(s) taken or filings made lies solely with the Client and not with the TCC.

IN WITNESS THEREOF, the parties above have caused this Agreement to be duly executed, as of the day and year set out below.

Law Offices of Thomas C. Cook, LTD.

By: /s/ Thomas C. Cook March 30, 2012

Thomas C. Cook, Esq. Date

**Reshoot Production Company
Smack Sportswear**

By: /s/ Bill Sigler March 30, 2012

Bill Sigler Date

President/Chief Executive Officer

Bill Sigler

By: /s/ Bill Sigler March 30, 2012

Bill Sigler Date

Personally (since the stock is coming from his personal holdings)