

AGREEMENT FOR NON-WRITING SERVICES

The following shall confirm the agreement made and entered into as of [REDACTED] (the "Agreement") between Original Productions Development Corporation ("OPDC"), and [REDACTED] ("Artist") in connection with Artist's participation in the Disney Channel Storytellers Program ("DCSP"). DCSP is a new program designed to foster creativity and develop television series creators and writers of new original content that appeals to Disney Channel's and Disney XD's core audience of kids, tweens, and their families. DCSP provides the opportunity for participants to be mentored and supervised by highly experienced members of the entertainment business while engaging in ideation of new potential programming, development of a new potential pilot and series by way of a blind script commitment, and the rendering of other writing and non-writing services. In consideration of the mutual covenants and agreements set forth in this Agreement, OPDC and Artist agree as follows:

1. CONDITIONS.

a. Conditions Precedent. All of OPDC's obligations under this Agreement are expressly conditioned upon, and subject to, the following: (i) Artist timely delivering and OPDC receiving four (4) executed originals of the Artist's Certificate; (ii) Artist timely delivering and OPDC receiving four (4) executed originals of this Agreement and four (4) executed originals of the concurrent agreement of even date between Artist and It's A Laugh Productions, Inc. respecting DCSP ("IALP Agreement"); (iii) Artist's ability to prove Artist's identity and employment eligibility as required by the Immigration Reform and Control Act of 1986, as amended, and Artist's compliance therewith; and (iv) Artist timely completing and delivering, and OPDC receiving, any and all documentation required by OPDC's payroll company.

b. Condition Subsequent. All of OPDC's obligations under this Agreement are expressly conditioned upon, and subject to, Artist not being in material breach or otherwise in default of this Agreement.

2. ENGAGEMENT/START DATE/TERM. OPDC hereby employs Artist, and Artist hereby accepts such employment, to attend all training and supervisory sessions and to render Artist's exclusive services for the duration of the DCSP (the "Term"), which exclusive services shall commence on or about August 18, 2014, and shall run concurrently with the "Term" of the IALP Agreement. Artist's services hereunder shall include active participation in ideation sessions ("Ideation") for the purpose of generating original ideas for new programming of any kind and any length and other non-writing services relating to digital content and social media such as blogging or as otherwise requested by OPDC in connection with DCSP ("Miscellaneous Service[s]"). Artist shall provide to OPDC no fewer than three (3) programming ideas per week during the Term which ideas shall not be provided in writing. Artist's services hereunder shall be rendered, as, when, and where required by OPDC, which may be at the network offices or at the OPDC's production offices during OPDC's customary business hours or otherwise as requested by OPDC. Artist must work collaboratively with the other DCSP participants, and Artist agrees at all times to behave in a highly professional manner, and follow OPDC's reasonable rules, directions, and instructions. Without limiting the foregoing, in no event will Artist render services to any third party or on Artist's own behalf which will or might materially interfere in any way with Artist's services hereunder.

3. **COMPENSATION/SERVICES.**

a. **Ideation/Miscellaneous Services.** On the condition that Artist renders and fully completes all of Artist's exclusive services hereunder and in full consideration of all services rendered and ideas contributed by Artist, all rights now and hereafter granted to, or otherwise acquired by, OPDC, and all of the representations, warranties and agreements of Artist hereunder, Artist shall be entitled to receive compensation in the amount of One Hundred Dollars (\$100) per week of Ideation during the Term with a guarantee of not less than Two Thousand Dollars (\$2,000) ("Guaranteed Compensation"). In addition, Artist shall be entitled to receive One Hundred Dollars (\$100) for each Miscellaneous Service requested by OPDC and delivered to OPDC's satisfaction.

b. **Bonuses.** In the event OPDC produces a television series or a television movie based on any of the ideas submitted by Artist pursuant to the Ideation, and provided that OPDC and Artist have not entered into an agreement for Artist to render any form of writing, producing or consulting services for such production (in which event the compensation payable pursuant to such agreement shall supersede any provision for payment pursuant to this Agreement), then OPDC shall pay Artist the amount of Five Hundred Dollars (\$500) for each wholly original episode produced by OPDC and telecast as part of any such television series, and the amount of Fifteen Thousand Dollars (\$15,000) for each such television movie produced by OPDC, and initially telecast in the United States by Disney Channel.

c. **Sufficient Compensation for Services and Use of Material.** Artist agrees and acknowledges that the Guaranteed Compensation payable pursuant to this Agreement, together with the Guaranteed Compensation paid pursuant to the IALP Agreement, is by itself fair, reasonable and sufficient compensation for all Artist's services and the ideas generated during Ideation (which are exclusive to OPDC during the Term and non-exclusive thereafter, pursuant to Paragraph 4, below) and all of the rights granted to OPDC regardless of whether any contingent and/or other compensation ever becomes payable to Artist under this Agreement. All ideas and other materials provided by Artist pursuant to this Agreement shall be referred to herein as the "Material." The Guaranteed Compensation and Bonuses payable to Artist pursuant to this Agreement will be in respect of any and all uses of the Material and all works and elements based thereon in any and all languages, formats and media, now known and hereafter devised, throughout the universe, in perpetuity, in all versions (including, without limitation, digitized versions), and for any and all purposes, including, without limitation, all replays, broadcasts in any foreign area, theatrical exhibitions and exhibitions in any supplemental market. No additional compensation will be payable to Artist by reason of overtime, weekend work, holidays and the like.

4. **IDEAS.** OPDC shall have the exclusive right during the Term to use any ideas generated pursuant to the Ideation. Artist agrees not to communicate, disclose or make available to any third party any non-public information which comes into Artist's possession through Artist's participation in the Ideation and Miscellaneous Services (including, without limitation, concepts for story ideas and character development, scripts content and other non-public intellectual property, budgets and other financial information). The terms of this Paragraph are of essence to this Agreement and shall survive the expiration or sooner termination of the term of this Agreement. After the Term, OPDC and Artist shall each have non-exclusive rights to exploit the ideas generated in the Ideation; provided, however, each

party agrees that it will not engage in copyright infringement respecting the expression of any such ideas in a tangible form.

5. **CREDIT.** All matters relating to credit under this Agreement will be in OPDC's sole discretion. No casual, inadvertent or unintentional failure by OPDC to comply with any credit agreements regarding the work performed hereunder (by reason of shortage of time or otherwise) nor any failure by any third party to comply with such credit provisions will constitute a breach by OPDC of this Agreement, nor will any such failure be considered irreparable or otherwise sufficient to entitle Artist to seek injunctive or other equitable relief.

6. **MANNER OF PRODUCTION AND OWNERSHIP OF MATERIAL.**

a. The Material and all results and proceeds of Artist's services hereunder and all trademarks and copyrights pertaining thereto and extensions and renewals thereof, are and will be the sole and exclusive property of OPDC in any and all media, versions and forms, now known and hereafter devised, in perpetuity and in all languages, throughout the universe and will constitute "works-made-for-hire" specially ordered or commissioned by OPDC. To the extent such results and proceeds may ever be determined by a court of competent jurisdiction not to be a "work-made-for-hire," Artist hereby irrevocably and exclusively assigns and/or grants to OPDC, in consideration for the compensation provided hereunder, all right, title, and interest thereto, including, without limitation, all exclusive exploitation rights and trademark and copyright and associated rights therein and all extensions and renewals thereof in any and all media, versions and forms now known and hereafter devised, in perpetuity and in all languages, throughout the universe. As between Artist and OPDC, OPDC will exclusively own all now known and hereafter existing rights of every kind in perpetuity and in all languages, throughout the universe pertaining to the Material or any portion or element thereof (either alone or combined with other material), and any sequel, prequel, remake, or spin-off thereof, including, without limitation, the trademarks and copyrights therein and any renewals or extensions thereof, for all now known and hereafter existing uses, media, versions, forms, means, and methods, including, without limitation, all television (including, without limitation, digitized television), motion picture, theatrical, literary, dramatic, musical, stage play, theme park, publishing, merchandising, recording, mechanical, radio, interactive, digital, Internet, video cassette and video and laser disc, video and computer games, any computer-assisted media (including, without limitation, CD-ROM, CD-I, and similar disc systems, interactive media, Internet media, multi-media, and any other devices and/or methods now known and hereafter devised), and all allied, ancillary, and subsidiary rights and uses thereof, and the foregoing is inclusive of a full assignment to OPDC thereof. Without limiting the foregoing, Artist and OPDC are aware and hereby acknowledge that new rights to the results and proceeds of Artist's services hereunder may come into being and/or be recognized in the future, under law, and/or in equity (collectively, the "New Exploitation Rights"), and Artist intends to and does hereby assign, grant, and convey to OPDC any and all such New Exploitation Rights in and to such results and proceeds. Artist and OPDC are also aware and do hereby acknowledge that new (and/or changed) technologies, uses, media, versions, forms, formats, modes of transmission, and methods of distribution, dissemination, exhibition, or performance (collectively, the "New Exploitation Methods") are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting such results and proceeds. Artist intends to and does hereby assign, grant, and convey to OPDC any and all rights to such New Exploitation Methods with respect to such results and proceeds. Artist hereby agrees to execute and deliver to OPDC any and all instruments and documents OPDC deems in its interest to confirm the existence of the preceding assignment, grant, and conveyance and to effectuate Artist's purpose to assign, grant, and convey such rights to OPDC, including, without limitation, the New Exploitation Rights and

any and all rights to the New Exploitation Methods and Artist hereby appoints OPDC (which such appointment is coupled with an interest and hence irrevocable) as Artist's attorney-in-fact to execute any such instruments and documents in Artist's name. Artist further agrees that Artist will not seek to challenge through the courts, administrative governmental bodies, private organizations, or in any other manner the rights of OPDC to exploit Artist's results and proceeds hereunder by any means whatsoever or to thwart, hinder, or subvert the intent of the preceding assignments, grants, and conveyances to OPDC and/or the collection by OPDC of any proceeds relating to the rights conveyed hereunder. OPDC shall have the right, without additional compensation to Artist to: (i) use and grant others the right to use the Material, or any portion thereof, as a part of, or otherwise in connection with, any other television program or other means or method of exploitation; (ii) use and reuse the Material, or any portion thereof, in or as a trailer or spot advertisement in any media, versions or forms, now known and hereafter devised, to advertise, promote, or publicize the Material or any other program, or any portion thereof, of which Material may be a part; and (iii) combine any portion of the Material or any portion of programs based thereon with any other television program, or with any material of any nature whatsoever and may exhibit such combinations on television, in motion picture theaters, or otherwise. All rights granted or agreed to be granted to OPDC under this Agreement will vest in OPDC immediately and irrevocably and will remain perpetually vested in OPDC or its successors or assigns, whether this Agreement expires in its normal course or is terminated for any reason whatsoever. OPDC or any other person may conduct audience tests with respect to the Material or any program based thereon, and Artist agrees that no compensation will be payable to Artist therefor. Without limiting the generality of the foregoing, OPDC may produce and license the Material or any program based thereon for initial telecast on a basic cable basis, in syndication or otherwise. OPDC may produce the Material or any program based thereon in whatever manner, version or form it chooses, whether now known or hereafter devised, including, without limitation, recording by means of motion picture camera, tape, or other electronic device, or for live broadcast and may from time to time change from one manner, version or form of production to another. Artist agrees, acknowledges, and accepts that the Material or any program based thereon and any other motion picture or work which may be produced which is based on or incorporates the results and proceeds of Artist's services hereunder may contain variations, alterations, and/or adaptations of such results and proceeds and that OPDC will have the right, in OPDC's sole discretion, freely to produce, cut, edit, add to, interpolate, subtract and omit from, arrange, rearrange, adapt, change, colorize, vary, transform, and revise in any manner the Material or any program based thereon, such other motion picture or work and such results and proceeds and any element(s) thereof, including, without limitation, any character, language, plot, theme, or scene as OPDC, in its sole discretion, deems advisable. To the full extent permitted by applicable law, Artist hereby irrevocably assigns to OPDC (or irrevocably waives, in the event assignment is not permissible) any and all benefits of any provision of law known as "droit moral," "moral rights," or any similar law in any and all countries of the world. Without limiting the foregoing, Artist agrees not to institute, support, maintain, or authorize any action or lawsuit based, in whole or in part, on any purported violation of any such law, including, without limitation, any action or lawsuit brought on the ground that any motion picture, sound recording, or other work produced hereunder in any way constitutes a violation of Artist's moral rights or constitutes a defamation or mutilation of the results and proceeds of Artist's services hereunder and/or the Material or any program based thereon, or any part thereof, or contains any unauthorized variation, alteration, modification, change, or translation of the results and proceeds of Artist's services hereunder and/or the Material or any program based thereon.

OPDC will at all times have complete control (whether business, creative or otherwise) over the production of the Material or any program based thereon, including, without limitation,

the right to hire, fire, replace, or otherwise deal with all personnel employed in connection therewith, such as members of the cast, the executive producer, producer, writer, wardrobe, and similar personnel. Artist agrees that Artist does not have the authority to, and will not, employ any person to serve in any capacity, or contract for the purchase or renting of any article or material, or make any agreement committing OPDC to pay any sum of money for any reason whatsoever in connection with any production based on, or adapted from, the Material, the Material or any program based thereon and/or the services to be rendered by Artist hereunder, or otherwise, without OPDC's express prior written consent.

b. OPDC shall not be obligated to use the Material in any program, and may elect to use the Material in a television program other than the initial program designated.

c. Artist will execute and deliver to OPDC a certificate of authorship in the form designated by OPDC and an assignment or other document or instrument as OPDC may from time to time deem necessary or desirable to evidence, establish, maintain, enforce and/or defend its right and title in and to the Material and all results and proceeds of Artist's services hereunder. Artist irrevocably appoints OPDC as Artist's attorney-in-fact coupled with an interest with full authority to execute, verify, acknowledge and deliver any such certificate, assignment or other instrument which Artist shall fail or refuse to execute or deliver.

d. Artist grants to OPDC the perpetual non-exclusive right in any and all media, versions and forms, now known and hereafter devised, in perpetuity and in all languages, throughout the universe, to use and grant others the right to use Artist's name, likeness, voice and biography without payment of additional compensation in connection with advertising, publicizing, merchandising or otherwise exploiting the Material, or any television program based on or utilizing the Material (including, without limitation, any "behind-the-scenes" or "making of" productions) or any telecaster thereof. Artist agrees not to issue or authorize or consent to the issuance of any advertising, publicity or information regarding the Material or any program based thereon without OPDC's express prior written approval.

e. All rights granted to OPDC hereunder are irrevocable and shall vest and remain perpetually vested in OPDC, its successors and assigns, and shall not be subject to rescission by Artist for any cause whatsoever. The termination or expiration of this Agreement for any reason (including OPDC's breach), shall not affect OPDC's ownership of the Material or any results and proceeds of Artist's services hereunder, and the rights granted pursuant to this Paragraph shall expressly survive the expiration or termination of this Agreement for any reason whatsoever. Artist agrees that the compensation payable pursuant to the Agreement constitutes the complete and sufficient consideration for all rights granted, assigned and licensed hereunder to OPDC.

7. RIGHT TO EQUITABLE RELIEF.

a. Artist acknowledges that the services to be rendered by Artist hereunder are of a special, unique, unusual, extraordinary and intellectual character that gives them a peculiar value, the loss of which OPDC cannot be reasonably or adequately compensated in damages, and that a breach by Artist of any provision of this Agreement will cause OPDC irreparable injury and damage. Accordingly, Artist expressly agrees that OPDC will be entitled to injunctive and other equitable relief to prevent a breach of this Agreement or any part thereof by Artist and to secure its enforcement. Artist acknowledges that OPDC has complied with the minimum compensation requirements of California Civil Code Section

3423 and California Code of Civil Procedure Section 526 with respect to such injunctive relief.

b. Artist acknowledges that, in the event of any breach of this Agreement by OPDC or any successor in interest, the damage, if any, caused Artist thereby will not be irreparable or otherwise sufficient to entitle Artist to seek injunctive or other equitable relief. Artist acknowledges that Artist's rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, and Artist will not have the right to rescind this Agreement or any of OPDC's rights hereunder, nor the right to enjoin the production, exhibition or other exploitation of the Picture, any element thereof, any subsidiary or allied rights with respect thereto, or any other results and proceeds of Artist's services hereunder, nor will Artist have the right to terminate Artist's services or obligations hereunder by reason of such breach. Without limiting the foregoing or OPDC's other rights under this Agreement or at law or in equity, under no circumstances will any act or omission of OPDC which would otherwise constitute a breach or alleged breach of this Agreement be deemed such unless Artist notifies OPDC in writing setting forth in detail the basis for such breach or alleged breach and OPDC fails to commence reasonable efforts to cure such breach or alleged breach within thirty (30) days of OPDC's receipt of such notice.

8. **PAY-OR-PLAY.** Unless specified otherwise in this Agreement, Artist's employment to render services hereunder is on a pay-or-play basis. OPDC will have no obligation actually to utilize Artist's ideas, services or any of the results and proceeds thereof or to produce, distribute, or otherwise exploit the Material or any of the rights granted to OPDC hereunder. OPDC's obligations to Artist under this Agreement will be fully performed by the payment to Artist of the Guaranteed Compensation, subject to all of OPDC's rights hereunder (that is, OPDC shall retain the right to terminate Artist's services for default, disability or for events of force majeure). If OPDC terminates this Agreement in accordance with the provisions of this Paragraph, OPDC shall be released and discharged from any liability or further obligation whatsoever to Artist hereunder; provided, however, that if OPDC terminates this Agreement pursuant to this Paragraph for any reason other than Artist's default, Artist shall be entitled to receive that portion of the compensation that has theretofore accrued and become payable to Artist hereunder for services rendered by Artist prior to the date of such termination.

9. **EMPLOYMENT VERIFICATION.** Notwithstanding any other provision under this Agreement, Artist acknowledges that any offer of employment hereunder is subject to and contingent upon Artist's ability to prove Artist's identity and employment eligibility as required by the Immigration Reform and Control Act of 1986, as amended. Accordingly, Artist agrees to (a) complete accurately and truthfully and to sign Section 1 ("Employee Information and Verification") of an Employment Eligibility Verification ("Form I-9") at the time of Artist's execution of this Agreement or Artist's commencement of services, whichever is earlier, and (b) deliver, in person, to OPDC said Form I-9, together with documentation of Artist's employment eligibility, within three (3) business days of Artist's execution of this Agreement or commencement of services, whichever is earlier. If Artist fails to complete and deliver the Form I-9 as provided above, OPDC will have the right, by notice to such effect given to Artist, to terminate this Agreement and thereupon Artist's employment hereunder will cease and terminate and neither party will have any right, duty or obligation to the other under the Agreement except such as will have accrued prior to the effective date of such termination.

10. **CONFIDENTIALITY.** Artist agrees not to communicate, disclose or make available to any third party any non-public information which comes into Artist's possession through Artist's participation in the Ideation and Miscellaneous Services (including, without limitation, concepts for story ideas and character development, scripts content and other non-public

intellectual property, budgets and other financial information). The terms of this Paragraph are of essence to this Agreement and shall survive the expiration or sooner termination of the term of this Agreement.

11. **PUBLICITY.** Artist agrees that Artist, as well as Artist's agents and representatives, will not without OPDC's express prior written consent in each instance, issue or authorize the issuance of any press release, news story or any other publicity relating to this Agreement or any use by OPDC, its successors, licensees or assigns of any of the rights granted to OPDC under this Agreement, or discuss any of the terms or provisions of this Agreement with representatives of the media.

12. **ARTIST'S REPRESENTATIONS AND WARRANTIES.** Artist hereby represents, warrants, and agrees that:

a. Artist is free to enter into this Agreement, and no rights of any third parties are or will be violated by Artist entering into or performing this Agreement. Artist is not subject to any conflicting obligation or any disability, and Artist has not made and shall not hereafter make any agreement with any third party which could interfere with the rights granted to OPDC hereunder or the full performance of Artist's obligations and services hereunder.

b. All ideas and Material furnished by Artist in connection with Artist's services hereunder is and will be wholly original with Artist and will not violate or infringe upon any right of any kind or nature whatsoever of any person or entity, including, without limitation, any right of privacy or publicity. No rights in such Material have been granted to others or impaired by Artist, and there are and will be no encumbrances, liens, conditions, or restrictions whatsoever upon or affecting such Material. No part of such Material has been registered for copyright, published, or otherwise exploited or agreed to be published or otherwise exploited. There is no pending or threatened claim or litigation in connection with such Material or the rights granted to OPDC hereunder.

c. This Agreement is not and will not be subject to any claim against OPDC for fees or commissions by any agent or representative of Artist or any other person.

d. Artist will not directly or indirectly issue or permit the issuance of any publicity whatsoever regarding, or grant any interview or make any statements concerning, Artist's services hereunder, OPDC's production methods, or any telecaster, exhibitor, or sponsor (or product or service of any sponsor) which may make use of the Material, without OPDC's prior written consent, and Artist will not divulge or make known to any person any matters of a confidential nature pertaining to the business of OPDC or any such telecaster, exhibitor or sponsor without first obtaining the express written consent of OPDC, or such telecaster, exhibitor or sponsor with respect thereto.

e. Artist has obtained and will maintain at all times during the Term any and all work permits, immigration clearances (including the completion of Immigration Reform Act Form I-9), and any other work clearances, whether foreign or domestic, necessary to enable Artist to perform Artist's services hereunder.

f. Artist is familiar with the provisions of Section 507 of the Federal Communications Act, as amended (47 U.S.C. Section 508) (prohibiting the acceptance or payment of money or other consideration for the inclusion of program matter), is aware that the violation of the foregoing Section constitutes a criminal offense, has not violated and will

not violate any of the provisions of said Section, and has not and will not do any act that would require disclosure pursuant to said Section.

13. **INDEMNITIES.** Artist agrees to indemnify, defend, and save harmless OPDC and any person claiming under or through OPDC, including, without limitation, any telecaster or exhibitor of any production based upon the Material and/or their successors and assigns, and the parent and subsidiary companies, affiliated entities, officers, directors, shareholders, employees, attorneys, representatives, and agents thereof, from and against any liabilities, losses, claims, demands, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with: (1) any breach of any representation, warranty, or agreement of Artist under this Agreement; (2) any third party's claim to an amount payable hereunder; (3) any act or omission by Artist that results in or contributes to any damage to property or injuries to or the death of Artist or any other person; or (4) any act or omission by Artist that results in or contributes to damage to property owned (in whole or in part) by Artist. Artist further agrees to obtain and maintain in form acceptable to OPDC appropriate general liability and property damage insurance to cover the foregoing obligation. OPDC agrees to indemnify and save harmless Artist from and against any liabilities, losses, claims, demands, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising in connection with Artist's use pursuant hereto of any material furnished to Artist by OPDC. Each party hereto will, upon receipt of the presentation of any claim or notification of the institution of any action with respect to which indemnification might be required hereunder, promptly notify the other of the presentation of such claim or the institution of such action. OPDC will have the absolute right to control the litigation or other resolution of any claim, demand, or action to which any indemnity under this Paragraph 13 applies. Artist's obligations pursuant to this Paragraph 13 will survive the expiration or earlier termination of this Agreement.

14. **NOTICES.** Any notice pertaining hereto shall be in writing. Any payments required hereunder shall be sent as provided in this Paragraph (or as subsequently designated in writing). Any notice required or permitted hereunder shall be given by delivering personally (by courier service) or by sending it by mail (postage or applicable fee prepaid), or by sending it by facsimile (provided sender has written confirmation of successful transmission), addressed as follows (or as subsequently designated in writing):

To OPDC: OPDC
3800 W. Alameda Ave.
#2148
Burbank, CA 91505
Attn: Legal Affairs

To Artist: _____

Attention:

With a Courtesy
Copy To: ABC Cable Networks Group
3800 West Alameda Avenue
Burbank, California 91505-6076
Attention: Deputy Chief Counsel

All such notices will be sufficiently given when the same are delivered in person, or deposited, so addressed, postage prepaid, and in the mail (certified mail, return receipt

requested), or delivered, or when such notice has been faxed (provided sender has written confirmation of successful transmission) or sent by e-mail (provided sender receives e-mail confirmation of receipt or sender concurrently tenders notice by mail), and the date of said personal delivery, mailing, faxing or e-mailing will be deemed to be the date of the giving of such notice; provided, however, that any notice from Artist that commences the running of any period of time for OPDC's exercise of any option or OPDC's performance of any other act will be deemed to be served only when actually received by OPDC. If the last date on which a notice or payment that this Agreement requires or permits to be given, shall fall on a Saturday, Sunday, legal holiday or on a day when OPDC's offices are closed ("closed day"), then such last date shall be deemed postponed until the first day that is not a Saturday, Sunday, legal holiday or closed day. Notwithstanding any other provision of this Agreement to the contrary, any notice or payment from OPDC to Artist or to any agent or other representative of Artist which is actually received will be deemed, at OPDC's election, sufficiently given hereunder. Any failure by OPDC to provide any courtesy copy of a notice shall not be deemed a breach of this Agreement or render such notice or payment ineffective.

15. **ASSIGNMENT.** OPDC will have the right to assign, license, delegate, lend, or otherwise transfer this Agreement, in whole or in part, or the results and proceeds of Artist's services (including any ideas generated during Ideation), or any or all of OPDC's rights, obligations, options, or privileges hereunder, to any third party, and this Agreement and any or all of said rights, options, privileges, or obligations may in turn be assigned, licensed, delegated, lent, or otherwise transferred by any such assignee, licensee, delegator, lender, or transferee, it being understood and agreed that OPDC will be released from any obligations so assigned, licensed, delegated, lent, or otherwise transferred. The services to be rendered by Artist hereunder are of the essence of this Agreement, and neither this Agreement nor any of Artist's rights or obligations hereunder may be assigned, licensed, delegated, lent, or otherwise transferred by Artist to any third party.

16. **NO WGA SERVICES.** Artist and OPDC hereby agree that Artist will not be required to furnish and will not furnish any writing services of Artist hereunder which would subject Artist and/or OPDC to the provisions of the Writers Guild of America Theatrical and Television Basic Agreement (as such may be amended from time to time) (the "WGA Agreement"). Any such writing services of Artist will only be furnished pursuant to the IALP Agreement.

If the foregoing correctly reflects the agreement between Artist and OPDC, please so indicate by signing in the space provided below.

ORIGINAL PRODUCTIONS DEVELOPMENT CORPORATION

By: _____

Its: _____

AGREED TO AND ACCEPTED:

[ARTIST'S NAME]

ARTIST'S CERTIFICATE

_____ ("Artist") hereby certifies, agrees and acknowledges that I am rendering and will continue to render services in connection with the Agreement for Non-Writing Services in connection with Artist's participation in the Disney Channel Storytellers Program ("Project") pursuant and subject to all of the terms and conditions of that certain agreement dated as of _____ between Original Productions Development Corporation ("Producer") and Artist. In connection therewith, Artist further hereby certifies, agrees and acknowledges that, in consideration for the amounts paid by Producer to Artist, and for other good and valuable consideration, all literary, artistic and other material of whatever kind or nature created, developed, furnished, submitted and/or written by Artist and all of the results and proceeds of Artist's services (collectively, "Material") in connection with the Project, were, or will be, written, created and/or rendered at Producer's request during the course of Artist's employment with or engagement by Producer and constitute or will constitute a "work-made-for-hire" as defined in the United States Copyright Act of 1976, as amended; the Material was specifically ordered or commissioned by Producer for possible use in the Project; Producer is and shall be the sole and exclusive author of said "work-made-for-hire" and the owner of all rights, title and interest in and to the Material throughout the universe, in perpetuity and in all languages, for all now known and hereafter existing media, uses, purposes, versions and forms, including, without limitation, the copyrights and trademarks therein and thereto (including all extensions and renewals thereof); and Producer shall have the right to make such changes therein and such uses and disposition thereof, in whole or in part, as it may from time to time determine as the author and owner thereof. To the extent that the Material is not recognized as a "work-made-for-hire," Artist hereby assigns, transfers and conveys to Producer, without reservation, all of Artist's right, title and interest in and to the Material throughout the universe, in perpetuity and in all languages, for all now known and hereafter existing media, uses, purposes, versions and forms, including, without limitation, the copyrights and trademarks therein and thereto (including all extensions and renewals thereof). The term "Material" shall include all of the results and proceeds of Artist's writing, performing, artistic, creative and/or other services, including without limitation, any premise, outline, format, material, music, lyrics, script, storyboard, artwork, direction, performance or other development and/or production services with respect to the Project, and any and all literary and/or artistic works, designs, drafts and revisions thereto that are, or will be, written, created or developed by Artist in connection therewith, as well as any theme, plot, characters, dialogue, ideas and stories contained therein. Artist hereby waives all rights and benefits of "droit moral" or "moral rights of authors" or any similar rights or principles of law which Artist may now or later have in and to the Material throughout the universe. Artist hereby represents and warrants that: (i) Artist has the right to execute this Certificate; (ii) the Material is and shall be original with Artist; (iii) the Material does not and shall not defame, infringe upon or violate the rights of any person or entity; and (iv) the Material is not the subject of any litigation or, any claim that might give rise to litigation.

Artist agrees to execute and deliver to Producer such further documents consistent herewith and do such other acts consistent herewith as may be required by Producer or its successors, licensees, or assigns to evidence or effectuate Producer's rights hereunder; and in the event that Artist fails to do so within five (5) days after receipt of a request therefor, unless time exigencies (as determined by Producer in its sole discretion) require immediate execution, Artist hereby appoints Producer as Artist's attorney-in-fact with the full power and authority to do so on their respective behalves, which power is coupled with an interest and is irrevocable. Producer's rights in the Material may be assigned, licensed, or otherwise transferred, and this Certificate shall inure to the benefit of Producer's successors, licensees, and assigns. Artist hereby agrees to defend, indemnify and hold harmless Producer, its affiliates, successors, licensees, and assigns against any liabilities, losses, claims, demands, costs and expenses (including attorneys' fees) arising out of any breach of any representation or warranty provided by them herein. Producer agrees to indemnify and hold harmless Artist from and against any liabilities, losses, claims, demands, costs and expenses (including attorneys' fees) arising in connection with Artist's use pursuant hereto of any material furnished to Artist by Producer (except to the extent that Artist modifies such material). Any remedies Artist may have against Producer in connection with the Material and/or the Project shall be limited to the right to recover damages, if any, in an action at law, and Artist hereby waives any right or remedy in equity, including without limitation, the right to seek injunctive relief.

ARTIST:

[Artist's Name]

ORIGINAL PRODUCTIONS DEVELOPMENT
CORPORATION

By: _____

Its: _____