

**ULTIMATE VIDEO RELAY
ACTII FINALIST AGREEMENT**

ACT II FINALIST: _____

OR

**ACT II FINALIST
TEAM LEADER:** _____

TEAM MEMBERS: _____

ACT II FINALIST

OR

**ACT II FINALIST
TEAM LEADER
ADDRESS:** _____

LOGLINE: _____

COMPANY: OMELET, LLC
EFFECTIVE DATE: MAY 1, 2008

This agreement (the "**Agreement**") is between Company and the Act II Finalist (jointly in the case of an Act II finalist comprised of a team of individuals) in connection with the proposed short form video project presently entitled "Ultimate Video Relay, Act II" (the "**Act II Video**") to be based on the Act II Screenplay created by the Act II Finalist which was derived from the short film comprising the Ultimate Video Relay Act I, and currently entitled "The Cube" written by Kyle Newman (the "**Assigned Material**").

1. **INCORPORATED TERMS:** The terms and conditions of use ("**T&C**") of www.ultimatevideorelay.com (the "**Site**") as well as the Ultimate Video Relay rules ("**Rules**") are incorporated herein by this reference. Company shall have no obligation under this Agreement unless and until Company receives a copy of this Agreement, signed by the Act II Finalist and receives all applicable deliverables specified in Paragraph 2 below.

2. **PRODUCTION AND DIRECTING SERVICES:** Company hereby commissions the Act II Finalist to produce, direct, edit, complete and deliver in final form a short form video based upon the Act II Finalist's Act II Screenplay. All material which the Act II Finalist may provide hereunder is sometimes referred to hereinafter as the "**Material**" pursuant to timelines specified in the Rules, T&C or otherwise posted on the Site. Deliverables required to complete the Act II Video submission are all subject to Company's approval in form and substance and must include: (a) fully executed appearance release forms from each person appearing on camera; (b) fully executed crew deal memos for each person providing services on the Act II Video (unless the sole

participants are the Act II Finalist and identified Team Members; and, (c) fully executed music or clip licenses as applicable.

3. **CONSIDERATION:** As full and complete consideration of all rights granted to Company and/or agreed to be granted to Company hereunder and all of the Act II Finalist's representations, warranties and agreements hereunder, the Act II Video shall be made available for public review and comment on the Site which will make the Act II Finalist eligible to be selected as the "**Act II Winner**" all as set forth and determined pursuant to the Rules. The amount and sufficiency of this consideration is hereby acknowledged.

4. **REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION:** The Act II Finalist hereby represents and warrants that it has the full right and authority to enter into this Agreement and to grant the rights herein granted; that the consent of no other person or entity is necessary for the Act II Finalist to enter into and fully perform this Agreement; that it is not subject to any obligation or disability that will or might hinder or prevent its full completion and performance of any of the covenants and conditions to be kept or performed hereunder that the Act II Finalist has not made nor will make any grant, assignment, or agreement which will or reasonably might materially conflict or interfere with the rights granted to Company hereunder; that, to the best of the Act II Finalist's knowledge in the exercise of due inquiry and reasonable prudence, the Work (as defined below) is not and shall not be subject to any lien or encumbrance; that the Work is and shall be wholly original with the Act II Finalist except to the extent that such Work is based on material which is in the public domain throughout the world or material furnished by Company, including the Assigned Material; that neither the Work nor any portion thereof has previously been exploited in any manner whatsoever; that neither the Work nor any portion thereof does nor will infringe upon the copyright of any person, firm, corporation or other entity; that, to the best of the Act II Finalist's knowledge in the exercise of due inquiry and reasonable prudence, the results and proceeds of its services hereunder will not violate the right of privacy of nor constitute a libel or slander against, or violate any other (as yet unmentioned) right of, any person, firm, corporation or other entity. The Act II Finalist hereby agrees at all times to indemnify and hold harmless Company and Company's successors, licensees and assigns and its and their respective officers, directors, shareholders, employees and agents from and against any and all claims, liabilities, damages, losses, costs and expenses (including without limitation reasonable outside attorneys' fees and costs) which any of them may suffer or incur by reason of the breach of any representation, covenant, warranty or agreement made by, or the breach of any obligation of, the Act II Finalist hereunder, or from its misconduct (whether willful, negligent or otherwise). Excepting any matters which are subject to and to the extent of the Act II Finalist's indemnification above, and excepting matters arising out of its willful, negligent or other misconduct, Company shall defend, indemnify and hold harmless the Act II Finalist from and against any and all claims, liabilities, damages, losses, costs and expenses (including without limitation reasonable outside attorneys fees and costs) arising out of (i) any

breach of Company's warranties, representations, obligations and/or agreements hereunder or (ii) Company's development, production, distribution and other exploitation of the Act II Video or any element thereof.

5. OWNERSHIP AND DISTRIBUTION: The results and proceeds of the Act II Finalist's services hereunder, including without limitation, all ideas, suggestions, themes, plots, stories, characterizations, dialogue, titles and other materials, whether or not in writing, at any time heretofore or hereafter composed, submitted, added, created, interpolated or contributed to by the Act II Finalist hereunder which in any way relate to the Act II Video or to the material on which the Act II Video will be based (hereafter the "**Work**"), which the Act II Finalist acknowledges may have been or may be rendered in collaboration with others, are and shall be deemed a work-made-for-hire specifically ordered by Company, and the Act II Finalist hereby further acknowledges that all of the Work has been or will be paid for by Company and at all stages of completion is the sole property of Company for any and all purposes whatsoever throughout the universe in perpetuity. If, notwithstanding the preceding sentence, the Work is found not to constitute a work-for-hire or under any applicable law the fact that the Work is a work-made-for-hire is not effective to place authorship and ownership of the Work and the Act II Video and all rights therein and thereto in Company, then to the fullest extent allowed by law, the Act II Finalist hereby irrevocably assigns and/or grants all rights, including, without limitation, all exclusive exploitation rights, of every kind and nature whether now known or hereafter devised (including any and all copyrights and neighboring rights, to the extent such assignment is allowed by law) in and to such Work to Company. Company shall solely and exclusively own all now known or hereafter existing rights of every kind throughout the universe, in perpetuity and in all languages, pertaining to the Work, the Act II Video, and all elements therein for all now known or hereafter existing uses, media, and forms, including, without limitation, all copyrights (and renewals and extensions thereof), digital, Internet, motion picture, television, video cassette, video or laser disc and DVD, video-on-demand, any computer-assisted media (including, but not limited to CD-Rom, CD-I and similar disc systems, interactive cable, Internet distribution and any other devices or methods now existing or hereinafter devised), character, sequel, prequel, remake, novelization, publishing and allied rights therein, and the foregoing is inclusive of a full irrevocable assignment to Company thereof. Act II Finalist and Company are aware and hereby acknowledge that new rights to the Work may come into being and/or be recognized in the future, under the law and/or in equity (hereafter the "**New Exploitation Rights**"), and Act II Finalist intends to and does hereby grant and convey to Company any and all such New Exploitation Rights to the Work granted by Act II Finalist hereunder throughout the universe in perpetuity. Act II Finalist and Company are also aware and do hereby acknowledge that new (or changed) (1) technology, (2) uses, (3) media, (4) formats, (5) modes of transmission and (6) methods of distribution, dissemination, exhibition or performance (hereafter the "**New Exploitation Methods**") are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting the Work. Act II Finalist intends and does hereby grant and convey to Company any and all rights to such New Exploitation

Methods with respect to the Work throughout the universe, in perpetuity. Act II Finalist agrees to execute (after request from Company) any document consistent herewith that Company reasonably deems in its interest to confirm the existence of the preceding and to effectuate its purpose to convey the foregoing rights to Company, including, without limitation, the New Exploitation Rights and any and all rights to the New Exploitation Methods and do any other acts consistent herewith as may be reasonably required or desired by Company or its assignees or licensees to further evidence or effectuate Company's rights as set forth in this paragraph, and Act II Finalist hereby appoints Company as Act II Finalist's attorney-in-fact (which appointment is irrevocable and coupled with an interest), with full power of substitution and delegation, to execute any and all such documents and do any and all such other acts consistent herewith. Act II Finalist hereby grants to Company the right to change, add to, take from, translate, reformat or reprocess the Work in any manner Company may in its sole discretion determine. To the fullest extent allowable under any applicable law, Act II Finalist hereby irrevocably waives or assigns to Company its so-called "moral rights" or "droit moral". Act II Finalist expressly acknowledges that many parties may contribute to the Act II Video and other works that will embody all or part of the Work. Accordingly, if under any applicable law the above waiver or assignment by Act II Finalist of "moral rights" or "droit moral" is not effective, then Act II Finalist agrees to exercise such rights in a manner which recognizes the contribution of, and will not have a material adverse effect upon, such other parties.

6. NON-EXCLUSIVE LICENSE BACK: Notwithstanding anything contained herein to the contrary, Company grants back to the Act II Finalist a royalty-free, perpetual, world-wide right to exhibit the Act II Video for non-commercial purposes commencing two (2) years after the Effective Date. In addition, commencing six (6) months after the Effective Date, the Act II Finalist may exhibit the Act II Video in its entirety for purposes of self-promotion.

7. CREDIT: The status of the Act II Finalist as such will be made known to the public pursuant to the Rules.

8. NO OBLIGATION TO USE: Company is not obligated to develop, produce, distribute, or exploit the Work or the Act II Video, or, if commenced, to continue the development, production, distribution, or exploitation of either the Work or the Act II Video in any territory.

9. ADDITIONAL DOCUMENTATION. At Company's request, Act II Finalist will execute or cause the execution of any and all additional documents and instruments, consistent herewith, deemed by Company to be necessary or desirable to effectuate the purposes of this Agreement. Act II Finalist hereby appoints Company, or its nominee, as Act II Finalist's irrevocable attorney-in-fact, with the right, but not the obligation, for the sole benefit of Company, and at the Company's expense, to bring, prosecute, defend and appear in suits, actions, and proceedings of any nature under or concerning all copyrights in and to the Material and all renewals thereof, or concerning any infringement of any such copyright or renewal copyright, or any interference with any of the rights herein granted to Company; and to take such action as Company may deem

advisable to enforce, protect, and/or defend any of the rights, privileges and property herein granted to Company under any and all such copyrights and renewals thereof, as well as any of the rights, licenses, privileges, warranties and agreements contained and/or set forth in any of the documents herein referred to, insofar as the same relate to the rights, privileges and property herein granted to Company; and to litigate for, collect and receive all damages arising from any infringement of any such rights. Any such action may be taken by Company in the name of Act II Finalist or otherwise, and Company may join Act II Finalist as a party plaintiff or defendant in any such suit, action or proceeding. The foregoing power of attorney shall be deemed coupled with an interest. In the event that Act II Finalist fails to do or cause to be done any and all acts and things necessary to obtain or enable Company to obtain the renewal of any United States copyright involved, or in the event of the failure of Act II Finalist to execute and deliver or cause to be executed and delivered to Company all instruments, consistent herewith, required in accordance with the provisions of this agreement, Act II Finalist hereby appoints Company, or its nominee, as Act II Finalist's irrevocable attorney-in-fact in Act II Finalist's name and on Act II Finalist's behalf, with the right, but not the obligation, to do any and all acts and things necessary to obtain such renewal copyright, and to execute and deliver all such instruments for the purposes aforesaid.

10. NAME/LIKENESS. Act II Finalist hereby grants to Company the right to use and license others to use Act II Finalist's name, likeness and biography for information or in connection with advertising, publicizing or otherwise exploiting the Act II Video or any portion thereof in any medium in perpetuity.

11. GENERAL

11.1 Complete Agreement. This Agreement, including the Rules and T&C incorporated herein, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous written or oral agreements pertaining hereto and can only be modified by a writing signed on behalf of the parties hereto. Act II Finalist acknowledges that Act II Finalist has not executed this Agreement in reliance upon any representation or promise made by Company or any of its representatives or attorneys except as expressly set forth in this Agreement. No waiver by a party of any breach by the other party of any term or provision of this Agreement shall be construed to be a waiver of any preceding or succeeding breach of the same or of any other term or provision.

11.2 Remedies. The rights and remedies of the Act II Finalist in the event of any breach by the Company of this Agreement or any of Company's obligations hereunder (including but not limited to any term pertaining to credit) or any termination or cancellation of this Agreement by Company, shall be limited to Act II Finalist's right to recover damages, if any, in an action at law, and Act II Finalist hereby waives any other right or remedy, whether in equity or otherwise, including without limitation any right to terminate or rescind this Agreement or Company's ownership of the Work or any other right granted to Company hereunder or to seek injunctive or other equitable

relief or to enjoin or restrain or otherwise impair in any manner the production, distribution, exhibition or other exploitation of the Act II Video, the Work, or any parts or elements thereof, or the use, publication or dissemination of any advertising in connection therewith. It is understood and agreed that the services to be rendered by Act II Finalist hereunder and the rights and privileges herein granted to Company by Act II Finalist are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law and that a breach by Act II Finalist of any of the provisions contained herein will cause Company irreparable injury and damage. Act II Finalist expressly agrees that Company shall, in addition to any other rights or remedies available to it, be entitled to seek injunctive or other equitable relief to prevent a breach of the Agreement by Act II Finalist. Company's various rights and remedies hereunder, at law or in equity, shall be construed to be cumulative, and no one of them is exclusive of any other right or remedy.

11.3 Independent Contractors. The parties hereunder are operating as independent contractors, and nothing in this Agreement shall be construed as creating a partnership, franchise, joint venture, employer-employee or agency relationship.

11.4 Severability. If any provision of this Agreement shall be held by the court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

11.5 Assignment. Company shall have the right, but not the obligation, at any time, to assign or otherwise transfer this Agreement without limitation, in whole or in part, or any or all of Company's rights or obligations hereunder to any third party. It is expressly understood and agreed that the services to be rendered by Act II Finalist hereunder are of the essence of this Agreement and that neither this Agreement nor any of Act II Finalist's rights or obligations hereunder may be assigned or delegated by Act II Finalist. This Agreement shall inure to Company's and Act II Finalist's benefit and to the benefit of Company's and Act II Finalist's permitted successors and assigns.

11.6 Confidentiality. Any and all press releases or stories and/or media outreach may be initiated, if at all, only by Company. Notwithstanding the foregoing, Act II Finalist may make incidental, non-derogatory reference to the UVR and Act II Finalist's participation in the UVR in Artist's own personal publicity.

11.7 Governing Law. Any legal action or suit arising out of this Agreement shall be governed and construed in accordance with the internal laws of the State of California applicable to contracts wholly negotiated, entered into and fully performed therein. Any legal proceedings by Act II Finalist shall be brought and tried in the federal or state

courts located in the County of Los Angeles, State of California, to which courts Act II Finalist hereby consents to personal jurisdiction.

In witness whereof, the parties hereto have executed and delivered this Agreement as of the Effective Date.

COMPANY: OMELET, LLC

By: _____
Name: Mark A. Vega
Its: COO

ACT II FINALIST (TEAM LEADER)

Name: _____
SS# _____

AS APPLICABLE:

ACT II FINALIST TEAM MEMBER

Name: _____
SS# _____

ACT II FINALIST TEAM MEMBER

Name: _____
SS# _____

ACT II FINALIST TEAM MEMBER

Name: _____
SS# _____

ACT II FINALIST TEAM MEMBER

Name: _____
SS# _____