



Dated as of September __, 2015

Name _____

Address Line 1 _____

Address Line 2 _____

Exclusivity Agreement

Dear Mr./Mrs./Ms. _____:

Welcome to the Leftfield team. The purpose of this document (“Exclusivity Agreement”) is to pitch you as potential talent to a network to be featured in a television series that will focus on you, your life, and your professional expertise (the “Program”). We at Leftfield Pictures of NY LLC, including our parents, affiliates, subsidiaries, licensees, and assigns (“Producer”), look forward to working with you as we strive to develop the Program into a worldwide success. At this time, it is premature to discuss compensation or credit; instead, in exchange for signing this Exclusivity Agreement to not participate in competitive entertainment for a limited period of time, the team at Producer will develop the Program and seek to match it to a network (“Network”). If Producer is successful at entering into an agreement with the Network to telecast the Program (“Network Agreement”), and the Network selects you to participate, then you will be presented with a talent agreement from the Network (or from Producer on behalf of the Network), where you will have the opportunity to negotiate terms such as compensation, credit, and other more Program specific terms. This Exclusivity Agreement does not obligate you to sign such a talent agreement, but is necessary for Producer to pitch you to a Network. In order to move forward with Producer in these exciting early stages, you agree to the following terms, which you should read carefully:

1. Under this Exclusivity Agreement, Producer will have the exclusive, irrevocable right and option, for a period of six (6) months from the date hereof (the “Exclusive Period”) to enter a Network Agreement. In the event Producer enters into the Network Agreement prior to the expiration of the Exclusive Period, and you are selected by the Network to participate in the Program, the Exclusive Period shall automatically extend through the initial broadcast of all episodes of the Program ordered by the Network and for a requisite term determined by the talent agreement thereafter, unless otherwise agreed to by you and Producer in writing. During the Exclusive Period, you shall not participate in, or render any services in connection with, any audiovisual program (whether produced for television, the Internet, DVD or other home video format, mobile phone or otherwise) that primarily features your performance/appearance on an unscripted, docu-soap, or reality program.
 - a. Nothing in Paragraph 1 above shall restrict you from appearing (i) on a non-recurring basis in non-competitive programming, or (ii) in connection with promotion of your business or brand (i.e. website, YouTube channel, social media...), so long as such appearances do not interfere with the Program or your services related thereto during the Exclusive Period.

2. In connection with the development of the Program for the purposes of obtaining a Network Agreement and during the Exclusive Period, you hereby grant to Producer and Producer’s authorized representatives the exclusive right to utilize your name, photograph, likeness, voice and biography throughout the world during in any manner or media now or hereafter known. You acknowledge that the results and proceeds of your services are works made for hire under applicable copyright laws and Producer shall own all right, title and interest therein; if for any reason, the results and proceeds shall not be considered works made for hire, then you hereby irrevocably assign to Producer, all right, title and interest in said results and proceeds. As between you and Producer, Producer shall own the Program and all derivative products of the Program, and all ancillary, subsidiary and allied rights of the Program throughout the universe, in perpetuity, including, without limitation, licensing and merchandising, print publication, music publishing, and all other ancillary rights related to or derived from the Program. Producer will have full control over all creative, logistical and financial control over the Program.
 - a. Nothing in the foregoing paragraph shall be interpreted to transfer an ownership interest in your intellectual property. You retain ownership of all copyrights, trademarks, or other rights you currently hold.

3. Subject to Producer entering into a Network Agreement, and you entering into a talent agreement in connection therewith, Producer may seek to enter into good faith negotiations with you regarding the monetization of non-Program specific business opportunities related to you, your name, likeness, voice, and/or image, which would be manifested upon the commencement of the Program's initial broadcast. Such opportunities may include merchandising, licensing, publishing, appearances, and endorsements, and may consist of (i) Producer's intention to either procure such opportunities on a non-exclusive basis (subject to your reasonable approval), and/or (ii) Producer's participation in a reasonable and customary share of revenue procured for you by third parties.
4. You represent, warrant and covenant that: (a) any material provided by you, including, without limitation, any content you create or provide for the Program, is original with you; and (b) you have the legal right and authority to enter into this Exclusivity Agreement, grant the rights granted to Producer hereunder, and perform all of your obligations hereunder. You agree to defend, indemnify and hold Producer and its assignees and licensees, and their respective officers, directors, trustees, agents, employees and associates, harmless from and against any charges, damages, costs, expenses (including reasonable counsel fees), judgments, penalties, liabilities or losses of any other kind or nature whatsoever which may be sustained or suffered by or secured against or imposed upon Producer, or its assignees or licensees, or their respective officers, agents or associates by reason of the breach of any of the foregoing representations, warranties and covenants. Producer agrees to similarly defend, indemnify and hold you harmless from any of the foregoing liabilities arising from the production, distribution and exploitation of the Program, except to the extent such liabilities arise out of your breach hereof or any material contributed by you.
5. Upon Producer entering into the Network Agreement, your rights and remedies in the event of a failure or omission by Producer constituting a breach of this Exclusivity Agreement (which failure or omission is not remedied within a reasonable time after Producer's receipt of written notice thereof from you) with respect to the Program shall be limited to your right, if any, to recover damages in an action at law, and in no event shall you be entitled by reason of any such breach to terminate this Exclusivity Agreement or to enjoin or restrain the distribution, exploitation or exhibition of the Program.
6. This Exclusivity Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to agreements executed and wholly performed therein.
7. You agree to keep strictly confidential and not to disclose, or cause to be disclosed, to any third party any information which may be confidential/trade secret information regarding Producer, including, but in no way limited to program ideas, proposed program formats, contents, casts, characters, or other elements under consideration by Producer for inclusion in any program, the premise or title of any actual or potential program, the storylines or outcomes of any programs, and the terms and conditions of this Exclusivity Agreement (collectively, "Confidential Information"), except as expressly authorized in advance by Producer in writing or as required by law or order of a court of competent jurisdiction. You agree to honor the provisions of this agreement in perpetuity.
8. This Exclusivity Agreement contains the full and complete understanding between you and Producer with reference to the Program, supersedes all prior or contemporaneous agreements, negotiations, representations and/or understandings (if any) between you and Producer (whether written or oral) with respect to the Program, and cannot be modified or amended except by a written instrument executed by both parties.

Our signature at the foot hereof, together with yours underneath the words "AGREED TO AND ACCEPTED" shall constitute this a valid, binding and enforceable agreement between us.

Very truly yours,

AGREED TO AND ACCEPTED:

LEFTFIELD PICTURES OF NY LLC:

By: _____

By: _____

Print Name: _____

Its: _____

Date: _____

Date: _____