

CERTIFICATE OF RESULTS AND PROCEEDS

The undersigned _____ (“Artist”), hereby certifies, acknowledges and agrees that Artist has rendered and will continue to render certain services for _____ (“Producer”) in connection with the theatrical motion picture project currently entitled “_____” (the “Project”).

For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Artist hereby irrevocably assigns and transfers to Producer any and all right, title and interest in all results and proceeds of every kind of the services rendered to date and to be rendered by Artist in connection with the Project, including without limitation Artist’s performance and all ideas, suggestions, themes, plots, stories, characterizations, dialogue, titles and other material, whether in writing or not in writing, at any time created or contributed by Artist before or after the date of this Certificate that in any way relate to the Project or to the material on which the Project will be based (collectively, the “Material”) to the fullest extent allowable, for the full term of protection otherwise accorded to Artist under applicable law, including all renewals and extensions (as may now or hereafter exist). Without limitation, Producer may exploit the Material in any and all media, now known or hereafter devised, throughout the world, in perpetuity. Without limiting the generality of the foregoing, Producer, on the one hand, and Artist, on the other hand, are aware and hereby acknowledge that new rights of and to the Material 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 that Producer shall have all New Exploitation Rights and hereby assigns, grants and conveys to Producer, any and all New Exploitation Rights in and to such results and proceeds. Producer, on the one hand, and Artist, on the other hand, also are aware and do hereby acknowledge that new (and/or changed) technology, uses, media, formats, modes of transmission, and methods of distribution, dissemination, exhibition or performance (collectively the “New Exploitation Methods”) are being and inevitably will continue to be developed in the future, which would offer new opportunities for exploiting the Material. Artist intends and hereby assigns, grants, and conveys to Producer any and all rights to such New Exploitation Methods with respect to such results and proceeds. Artist hereby grants Producer the right to change, add to, take from, translate, reformat or reprocess the Material in any manner Producer may in its sole discretion determine. To the fullest extent allowable under any applicable law, Artist hereby irrevocably waives or assigns to Producer their so-called “moral rights” or “droit moral”. Artist expressly acknowledges that many parties will contribute to the Project and other works that will embody all or part of the Material. Accordingly, if under any applicable law the above waiver or assignment by Artist of “moral rights” or “droit moral” is not effective, then Artist 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.

If under the applicable law of any territory or jurisdiction, any additional or different form of compensation is required to satisfy any requirement of equitable remuneration related to rental or other rights, then it is agreed that the grant to Producer of the rights to which the equitable remuneration relate shall nevertheless be fully effective, and Producer shall pay Artist such compensation or, if necessary, the parties shall in good faith negotiate the amount and nature of the compensation in accordance with applicable law. Since Producer has already paid or agreed to pay Artist equitable remuneration for all rights, Artist hereby assigns to Producer, except to the extent specifically reserved to Artist under any applicable collective bargaining or other industry-wide agreement, all compensation for the any rental right or other equitable

remuneration payable or which may become payable to Artist on account or in the nature of a tax or levy, through a collecting society or otherwise.

Artist irrevocably agrees that Producer and its successors, assignees, and licensees may use and authorize others to use Artist's name, likeness, voice, and biographical information in connection with the Project (including without limitation for purposes of advertising, publicizing, and promoting the Project), provided, however, that in no event shall Artist be depicted as using any product, commodity or service without Artist's prior consent. Notwithstanding the foregoing, it is understood and agreed that Producer's use of Artist's name in a billing block on any item of merchandise or other material shall constitute an acceptable use of Artist's name which shall not require Artist's consent. Producer agrees that if, upon Producer's request, Artist supplies to Producer a technically adequate photograph and factually accurate and complete biography of Artist, only such materials will be used if Producer is utilizing a biography and likeness of Artist for any purposes permitted hereunder.

Artist will, upon request, execute, acknowledge and deliver to Producer any and all documents consistent herewith Producer may reasonably deem necessary to evidence and effectuate all or any of Producer's rights hereunder. Artist hereby irrevocably appoints Producer as attorney-in-fact with full power to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents Artist fails to execute and deliver within five (5) business days from receipt of Producer's request. The appointment shall be a power coupled with an interest. Producer will provide Artist with copies of any documents executed hereunder.

Artist represents and warrants that (i) excluding material furnished to Artist by Producer, the results, proceeds and product of Artist's services hereunder are original with Artist, (ii) the results, proceeds and product of Artist's services hereunder do not and will not infringe upon or violate any copyright of any person, or, to the best of Artist's knowledge, defame, infringe or violate the rights of privacy or any other rights of any third party and are not the subject of any actual or threatened litigation or claim, (iii) Artist is free to grant all rights granted and make all agreements made by them herein and (iv) Artist has done, nor will Artist do, any act or thing which diminishes, impairs, or otherwise derogates from the full enjoyment by Producer of all of Producer's rights in and to the Material. Artist shall indemnify and hold Producer, its affiliated entities, successors, assigns and licensees harmless from and against all damages, losses, costs and expenses (including without limitation reasonable outside attorneys' fees and reasonable expert witness costs) arising out of or in connection with any breach of any of Artist's representations, warranties or agreements in this Certificate. Artist agrees that this Certificate and Producer's rights with respect to the Material and/or Artist's services may be freely assigned and licensed by Producer and such assignment or license shall be binding upon Artist and inure to the benefit of the assignee or licensee.

Artist agrees that Artist shall not have the right to assign this Certificate or delegate the performance of Artist's obligations to any person or entity, and any such purposed assignment or delegation shall be void.

Artist shall have no right, and Artist specifically waives any right to seek or obtain injunctive relief or any other equitable relief and shall not in any way restrain or restrict, or attempt to restrain or restrict, the exploitation of the Material and any productions in which it is contained.

Artist hereby covenants and agrees that Artist shall not have or be deemed to have any lien, charge or other encumbrance upon any of the rights conveyed to Producer herein or proceeds derived therefrom, and that no act of or omission by Producer, nor any other act, omission or event of any kind, shall terminate or otherwise adversely affect Producer's ownership of the rights conveyed herein. Artist's sole remedy for any breach or alleged breach hereof shall be an action at law to recover such damages as may have been actually suffered by Artist as a result thereof. Nothing herein shall obligate Producer to produce, advertise, or distribute the Project or any other production based on or utilizing the Material.

This Certificate will be governed by the laws of the State of New York applicable to contracts to be wholly negotiated and performed in New York. Any claim, dispute or disagreement with respect to this Certificate will be submitted to the state or federal courts within the Borough of Manhattan in the State of New York, which courts will have exclusive jurisdiction, and the parties consent to jurisdiction in those courts.

Effective Date: _____

ARTIST

PRODUCER

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date Signed: _____

Date Signed: _____

Address: _____
