

EXCLUSIVE TALENT OPTION and CONFIDENTIALITY AGREEMENT

“ _____ ” **[working title of the Property]**

This Exclusive Talent Option and Confidentiality Agreement is made this ____ day of _____, 2014 (“Effective Date”) by and between:

Company Name, a Missouri Limited Liability Company with its principal place of business located at Company Address (“**Company Name**”),

and

Name: _____

Address: _____

_____ (“**TALENT**”)

(collectively, “Parties”).

WHEREAS, COMPANY is in the business of creating and developing entertainment properties, including shows for television, film and the internet; and

WHEREAS, the Parties desire to work together to develop a television entertainment property potentially featuring TALENT, appearing as himself or herself; and

WHEREAS, the entertainment property contemplated by the Parties herein is a reality-based television docu-series currently entitled “ _____ ”, which will which will follow TALENT and/or _____ (as applicable) as they conduct their daily lives (“Property”);

WHEREAS, the Parties intend that COMPANY, by itself or in connection with any co-development partner, shall have the exclusive right to develop, market and shop the Property during the term of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants exchanged herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Exclusive Option. TALENT hereby agrees that for a period of twelve (12) months from the Effective Date hereof, or until the Parties enter into an Upstream Agreement as defined below, whichever comes first (“Term”), COMPANY shall have the exclusive right to (a) develop the Property, and (b) negotiate the material terms of one or more appropriate production, distribution, marketing or other agreements with a television network, show runner, producer and/or production company to produce a series or episodes of the Property featuring TALENT (“Upstream Agreements”). During this period, TALENT shall not:

- a. Seek to promote himself/ herself for inclusion in any other reality-based television docu-series intended to document his or her life, times, work and social circle being developed by any entity other than COMPANY or one of its authorized partners or co-venturers;
- b. Promote any other similar entertainment property himself or herself;
- c. Agree to appear in any other such entertainment property being developed by any entity other than COMPANY or one of its authorized partners or co-venturers; or

- d. Use or draw upon any information obtained pursuant to this Agreement regarding the Property or the Pitch Materials or any other Confidential Information (as defined herein) to engage in any business or merchandising activity in competition with the Property or any business portrayed or intended to be portrayed on the Property.

This exclusive option does not preclude TALENT from appearing in any general news or lifestyle-related programming, provided that the primary purpose of such programming is general news or lifestyle-related, and does not feature TALENT as one of the main or recurring characters in an ongoing series of events.

2. Development of the Property. COMPANY, at its own expense, shall create all necessary marketing and development materials to pitch the Property. Such materials may include, but are not limited to, new or original stories, story concepts, scripts, treatments, logos, graphics, set designs, trailers, sizzle reels, promotional materials, videos, show formats, and print materials (collectively, "Pitch Elements"). COMPANY will use its reasonable best efforts to pitch the Property for an appropriate Upstream Agreement at all times during the Term.

3. Intellectual Property.

- a. The Parties hereby expressly acknowledge and agree that all intellectual property rights in the Property, and all of the Pitch Elements, are and continue to be the property of COMPANY. Nothing in this Agreement, including TALENT's agreement to have his or her name and identity associated with the marketing and promotion of the Property, shall be construed to create a joint work under copyright law or otherwise create or establish for TALENT any ownership in any of the intellectual property connected with the Property or the Pitch Elements. TALENT expressly acknowledges that all of the results and proceeds of his or her efforts in connection with the creation of the Pitch Materials and the Property shall be considered "Works Made For Hire" under the United States Copyright Act (17 U.S.C. § 101, et seq.) and shall be owned by COMPANY exclusively.
- b. Notwithstanding anything contained in the above subsection, nothing in this Agreement shall grant or be deemed to grant to COMPANY any rights to or interest in any currently existing intellectual property owned and/or controlled by TALENT, including any proprietary designs, copyrights and trademarks associated therewith, all of which shall at all times remain the property of TALENT.
- c. TALENT hereby grants to COMPANY a limited license during the Term to use his/ her copyrights and trademarks solely in connection with COMPANY's efforts to develop, market and shop the Property, which may include the use of such copyrights or trademarks within or in connection with the Pitch Elements. This limited license does not grant to or confer upon COMPANY any merchandising or other commercial exploitation right or interest related to the copyrights or trademarks owned by the TALENT unconnected with the Property, all of which rights are expressly reserved by TALENT.

4. Permission. During the Term, TALENT hereby grants permission and authorization to COMPANY and its representatives, employees, talents, agents, successors, licensees, and assigns to interview, take photographs and videos of TALENT, to make recordings of TALENT's voice, and to obtain an account of TALENT's spoken or written thoughts, and to otherwise record TALENT's voice, name and image through various mechanical and electronic means in connection with the Property. TALENT further agrees that if COMPANY is successful in obtaining an Upstream Agreement for the Property, this grant of permission shall be extended and incorporated as necessary into the terms of such Upstream Agreement.

5. Right of Publicity. During the Term, TALENT further grants COMPANY permission and authorization to use TALENT's image, recordings, and spoken and written thoughts, as well as TALENT's

likeness, name, voice, identity, personal and biographical information, in complete or partial form, in and in connection with the Property and any other works that COMPANY may create related to the Property in any media format now known or later developed, including, without limitation, books, publications, video, the Internet, and the World Wide Web. The use may also be in advertising or promotional materials. TALENT further agrees that if COMPANY is successful in obtaining an Upstream Agreement for the Property, this grant of permission and authorization shall be extended and incorporated as necessary into the terms of such Upstream Agreement.

6. Releases for Individuals and Licensors. COMPANY shall be responsible for obtaining all necessary releases, permissions and/or waivers from any individuals, including family members, employees and/or customers of TALENT, who may appear in the Property. TALENT shall use his or her best efforts to assist and coordinate with COMPANY in identifying and contacting all such individuals. COMPANY shall also be responsible for obtaining all necessary releases, permissions and/or waivers from any other rights holders, including licensors, of any trademarks or other intellectual property that may be used, featured or appearing in the Property.

7. No Monetary Compensation for This Option. TALENT acknowledges that he or she will not receive any monetary compensation from COMPANY in connection with its exercise of any of the rights granted herein. Notwithstanding the foregoing, TALENT shall be able to negotiate for, and shall have final approval of, all terms that apply to specific roles, talent or otherwise, and compensation therefore, for TALENT in connection with any Upstream Agreement.

8. Release. TALENT hereby releases COMPANY from any and all claims for royalties, wages, or compensation in connection with any of the rights or obligations undertaken herein. TALENT further releases COMPANY and its representatives, employees, talents, agents, successors, licensees, and assigns from all claims, demands, and causes of action that may arise from their exercise or non-exercise of any of the rights granted herein, including claims based on the right of privacy, the right of publicity, copyright, defamation, libel, slander, or any other right. As applicable, this release is binding on TALENT and his or her heirs, assigns and estates.

9. On Camera Casting. TALENT acknowledges that COMPANY cannot guarantee that TALENT will be cast in any particular role or staffing position on any television show or other production of the Property, and that all such determinations will be subject at all time to approval by any Network or other Production Company under the terms of any Upstream Agreement(s). The Parties acknowledge that in the event a Network desires to cast TALENT in any production of the Property, all terms related to any compensation, economic relationship, credit or other role for TALENT with respect to future development or exploitation of the Property shall be separately negotiated between TALENT and any Network or Production Company as part of any Upstream Agreement.

10. No Obligation to Produce. Other than COMPANYS' best efforts obligations set forth in Paragraph 2 of this Agreement, it is understood and agreed that COMPANY shall have no obligation to produce, complete, release, distribute, advertise or exploit any production hereunder. Nothing contained in this Agreement shall constitute a partnership or joint venture by the parties hereto or constitute either party an agent of the other.

11. Non-Disparagement. The Parties expressly acknowledge and agree that they shall not mention or make statements about each other, or each other's licensees, assigns, or employees, or the Property in a disparaging or derogatory manner.

12. Confidentiality and Non-Disclosure Obligations. TALENT agree at all time during the Term of this Agreement and afterwards to keep the following information confidential, and further agree that he or she will not disclose any of the following information to anyone at any time without COMPANY's express written consent (all of which is collectively defined as "Confidential Information"):

- a. The existence of the Property and the fact that TALENT is participating in the Property and/or the Pitch Materials;
- b. The working title(s), theme, subject matter, content, location, outcomes, storylines, scripts, treatments, set designs and/or any other information or material related to the Property;
- c. The identity of any other participants, cast members, producers and/or staff on the Property; and
- d. Any other information regarding the Property, COMPANY's staff, and/or COMPANY's business.

TALENT agrees that the Confidential Information and any associated goodwill are valuable and essential to the successful and effective operation of COMPANY's business, including the creation and development of the Property, and that the unauthorized use or disclosure of such Confidential Material would cause irreparable harm to COMPANY. Accordingly, TALENT agrees to hold in confidence and protect the Confidential Information from dissemination to anyone not a party to this Agreement, and to not use any Confidential Information in any manner or form which could be in competition with or adversely affect COMPANY or its business. TALENT further acknowledges that all Confidential Information shall be owned solely by COMPANY and that the unauthorized disclosure or use of such Confidential Information will cause irreparable harm and significant injury for which monetary damages may be difficult to ascertain and will not be adequate.

13. Governing Law and Forum Selection. This Agreement shall be construed and interpreted according to the internal laws of the State of Missouri without reference to choice of laws, and according to federal copyright laws and the standards of the Los Angeles television industry, and shall be binding upon the parties hereto, their heirs, successors, and permitted assigns. The Parties agree that any dispute arising out of this Agreement shall be litigated exclusively in either the United States District Court located in the City of St. Louis, Missouri or state courts located in the City of St. Louis, Missouri. The prevailing party in any such suit shall be reimbursed its reasonable costs, including attorney fees, by the non-prevailing party.

14. Assignability of Agreement. This Agreement shall be personal to TALENT, and he or she shall not assign or transfer his or her interests herein, or any rights or obligations hereunder, without the written permission of COMPANY in its discretion. COMPANY may assign or transfer its rights herein without restriction.

15. Miscellaneous. In the event that there is any conflict between any provisions of this Agreement and any statute, law or regulation, the latter shall prevail; provided, however, that in such event, the provisions of this Agreement so affected shall be curtailed and limited only to the minimum extent necessary to permit compliance with the minimum requirements thereof and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect. This Agreement shall not be modified except by a written document executed by all of the parties. This Agreement may be executed in one or more counterparts, each of which when taken together shall constitute one and the same agreement and each of which shall constitute an original copy of this Agreement. In addition, this Agreement may be executed via facsimile or electronic copy and such facsimile or electronic copy shall constitute an original copy of this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Exclusive Talent Option and Confidentiality Agreement as of the Effective Date first written above.

COMPANY NAME

Signature: _____

Print Name: _____

Title: _____

TALENT

Signature: _____

Print Name: _____