Heads That Talk: Representation of On-Camera Personalities

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Heads That Talk:
Representation of On-Camera Personalities

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EVERYTHING MATTERS!!

On camera attorneys—whether commenting on a specific case, hosting/co-hosting a program, or providing generic, legal commentary—encounter the same pitfalls. Whether it is a local, national, or international matter.

Remember, EVERYTHING MATTERS!!

APPEARANCE

All of you have a certain style that distinguishes you (makes you unique) from everyone else. Keep it that way and embrace it.

Most on camera, studio appearances (standups excluded) are normally concerned with your attire only from the waist up. Your professional attire should inspire confidence that what you say is accurate. Your words are that of an expert, so act that way.

If you aren’t sure what colors and patterns work on air, then ALWAYS ask your producer. Your on air image establishes your credibility.

MAKEUP

Female lawyers seem to always understand the importance of makeup while on air. HDTV has made that even more important, as it misses nothing. Male lawyers, on the other hand, don’t always understand the need for makeup on-air. Regardless of whether you’re a man or woman, make sure that you utilize the professional makeup artist that is hired by the station or network.

Remember, what one sees in the mirror is NOT what the viewer sees on their screen (TV, Tablet, Smart Phone, or I-PAD, etc.)

Never forget that you are the expert! Make sure that you are an on camera presence, but your hair, makeup, and attire should never divert the viewer’s attention from you or the subject matter being discussed. Look directly into the camera. Pretend that you’re having a personal conversation with the camera as if you are conversing with your best friend. This is a good way not to appear to be a “deer in the headlights.” But, always follow the advice of your producer. So, if they say otherwise, listen to them. If you love and treat the camera or cameras as your best friend, then your on camera appearance(s) will be extraordinary.

DUMB it DOWN

Converse with middle America. When you are on air, you are not speaking to an audience of lawyers. Use terminology that is easily understood by the average viewer. Slow down. Speeding through your delivery or responses to questions greatly reduces your effectiveness. Conversely, by speaking slowly and to the camera, your effectiveness is enhanced. Conversing with the camera makes it your best friend.
Always be conversational—not pompous or condescending. Animation is also another name of the game. Be animated and you will be effective. You will make your points and the audience will receive and understand them. It is surprising how often you will be invited to return and commentate one more time. Being dull, boring, or disinterested will guarantee that you will not be invited back on air.

Always enjoy your time on camera. There are very few attorneys who have the privilege and opportunity to be a “Talking Head.”

REMEMBER

1. A lawyer on TV is an EXPERT whose advice should be listened to and followed.
2. A lawyer who advertises on TV is looking for business and isn’t normally considered the “expert.”
**REPRESENTATION OF ON CAMERA PERSONALITIES**

Lawyer, agent, counselor, best friend, advocate, and devil’s advocate—choose one, or more, or all, because as you represent on camera personalities/talent, there are times when you must assume one or more of these roles. Role playing and role changing are all part of representing on camera personalities. There are times when you have to assume one or more of the roles mentioned in the very same conversation, all without offending your client.

Your client, the on-air talent, is there because they are credible, liked, adored, or possibly hated. Likely, they have a large following, which may very well lead to a larger-than-life ego. Take care of that ego by caring for it and massaging it as necessary. There are times when that ego must be “checked at the door.” The “aha moment” has arrived and the mutual respect that you and your client have for each other comes to the forefront. You and your client are essentially partners. Your part: handle the client and her/his legal affairs. Your client proceeds with her/his on air position.

**CONTRACTS**

You and your client must have a representation agreement between the two of you. It is essential to prevent misunderstandings, especially as to the scope of your representation.

The agreement between your client and the client’s employer is many things, but essentially it is about leverage, need, and desire. Questions you should know the answers to include the following:

1. Is your client essential to the Station or Network ratings?
2. Is your client both wanted and needed?
3. How long has your client been on air?
4. Longevity at the current place of employment. How long has your client been on air at her/his current place of employment?
5. Do the ratings change when your client is on and or off the air? Prior to the negotiation, you, as the agent, should know if there is a bump when your client is on the air and conversely, do the ratings drop when your client is off air? A very important fact to know prior to contract negotiation time.

Be aware of the entire scope of the contract. Is your client allowed to make personal appearances for compensation while under contract? Is your client marketable outside of her/his on air gig? There are numerous potential sources of significant additional income that may help both the financial and the public persona of your client. Comb the agreement and make sure that your client is allowed outside, compensated engagements. If not, then make every attempt to enter those possible outside engagements into the contract as you negotiate. General Managers and/or News Directors often do not want their on air talent performing other outside the station/network gigs. Work hard to have those outside paying opportunities available for your client. They may include commercials, episodic TV, films, EMCEE opportunities, charity appearances, etc.
DISAGreements

There will be disagreements as sure as the sun sets in the West. They are always best settled amicably between you and an executive of the Station / Network. Never stop making your talent likeable. Remember, management can be friend or foe. Keep it friendly. Management can make your client’s on air life terrific or terrible. Keep it terrific.

Is your client on Prime time or early morning time? That can make a major difference in the life and lifestyle of your client, as well as their marketability.

Most station and network contracts are onerous. Normally there are a limited number of clauses that are changeable and or negotiable. The more popular your client, the more readily you will be able to negotiate a few of the more onerous sections of the agreement.

Finally, there are times when your client overestimates their worth to her/his employer. Now you must become the parent and attempt to make your client understand that they are making a mistake. If you are successful, then GREAT and life is good. If you fail to convince them, then they may be a part of a “Reality Show.” They will be off rather than on the air.
Dear [Redacted],

The following, when signed by [Redacted] ("Performer") and by New World Communications of Atlanta, Inc. ("Company"), will constitute the Agreement (as is defined in paragraph 7 below) between Performer and Company as follows:

1. **General Description of Services**: Company hereby employs Performer to render Performer's professional and artistic services pursuant to the terms hereof as a Chief Meteorologist and/or, as Company may designate from time to time during the term of this Agreement, as a commentator, host, anchor, correspondent, moderator, panelist, interviewer, or in any other related capacity on or in connection with any audio, video, written or other materials for any websites, news programs, news services, news feeds, social media platforms or services, public service programs, documentaries, specials, series, or other programming of any kind produced, in whole or in part, by Company or by any of its Affiliated companies, including but not limited to owned and/or operated duopoly television stations and regional cable networks. (All of the programming described in the preceding sentence is hereinafter collectively referred to as the "Programs.")

2. **Term**:

   (a) The term of this Agreement (the "Term") shall commence on January [Redacted] (the "Start Date"), and shall continue thereafter, unless sooner terminated by Company as hereinafter provided in this Agreement, for 8 years, through January [Redacted] Each 1-year period of the Term, commencing with the Start Date, is hereinafter referred to as a "Contract Year." The "First Contract Year" shall commence on the Start Date, and shall continue thereafter for 1 year. The "Second Contract Year" shall commence upon the expiration of the First Contract Year, and shall continue thereafter for 1 year. The "Third Contract Year" shall commence upon the expiration of the Second Contract Year, and shall continue thereafter for 1 year. The "Fourth Contract Year" shall commence upon the expiration of the Third Contract Year, and shall continue thereafter for 1 year.

3. **Compensation**: In full consideration of all of the rights, materials and services rendered and/or granted by Performer hereunder, Company agrees to pay Performer salary at the following annual rate ("Guaranteed Minimum Compensation"):

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<tr>
<th>TERM</th>
<th>GUARANTEED MINIMUM COMPENSATION</th>
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<tbody>
<tr>
<td>First Contract Year</td>
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<tr>
<td>Second Contract Year</td>
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</table>
TERM

GUARANTEED MINIMUM COMPENSATION

Third Contract Year $[redacted]

Fourth Contract Year $[redacted]

4. **Vacation:** During the Term, Company shall accord Performer with vacation time in accordance with Company's then-current policies. With respect to each vacation that Performer desires to take, (i) Performer shall give Company at least 4 weeks' prior written notice of the dates of Performer's desired vacation, and (ii) Performer agrees that the dates shall be at times convenient to Company (e.g., during "non-sweep periods"), and (iii) Performer agrees that no more than 2 weeks shall be taken consecutively.

5. **Third Party Services:** Performer shall have the right to request permission to render services for Performer's own behalf or for any for third party (collectively, "Third Party Services"), subject to Performer's strict adherence to and performance of the following terms and conditions:

(a) **Request Procedure:** In the event Performer desires to render any Third Party Services, Performer may request in writing that Company grant Performer permission to render such services on a case-by-case basis. Performer's notice must contain a full description of the nature of such proposed Third Party Services, including the programming, in any, in connection with which such services shall be rendered. Company agrees to consider each of Performer's requests, and to inform Performer of Company's decision on whether or not Company will grant the requested permission not later than 10 business days following Company's receipt of Performer's written request; provided, however, in the event Company fails to inform Performer of Company's decision within said 10-business day period, then Company shall be deemed to have denied Performer's request. If Company elects to grant Performer permission to render Third Party Services as provided in the preceding sentences, then such Third Party Services shall be subject to the terms and conditions set forth in paragraphs 5(b) through 5(f) hereof, as well as to any other terms and conditions that Company may elect to impose as a condition for granting such permission.

(b) **No Conflict with Services:** No Third Party Services shall conflict or interfere with the performance of Performer's services hereunder, as Company shall determine in each case.

(c) **No Statement or Acts Critical of Company:** Performer shall not make or write any statements or do any acts that are critical of, derogatory to, or otherwise present in a negative light either Company or Fox News, Inc., or any of their Affiliated companies, including, but not limited to, 20th Century Fox, Fox Broadcasting Company, and 21st Century Fox, or any of its or their respective employees, officers or directors.

(d) **No Use of Company's Material:** Performer shall not use, or permit the use of, any Material (as such term is defined in paragraph 11 of the Standard Terms) or any other property of Company or of any of its Affiliated companies in connection with any Third Party Services.
(e) **No Service for Competitors:** No Third Party Services shall be rendered for a company that is a competitor of Company or of any of Company's Affiliated companies (i.e., no such company shall be engaged in the production or distribution of television programs or theatrical motion pictures or in the broadcasting of television programs).

(f) **No Identification with Company:** Performer shall not be identified with Company or appear to be acting on Company's behalf in any way.

6. **Rights At The End Of The Term:**

(a) **First Negotiation/Last Refusal:** Company shall have the rights of First Negotiation and of Last Refusal described below with respect to the employment of Performer to render services in the same or similar capacity as provided in this Agreement following the expiration of the Term. At no time prior to or during the Negotiating Period (as defined in paragraph 6(a)(i) below) will Performer discuss with any third party any employment agreement or other commitment pursuant to which Performer would render services in any field of endeavor for Performer or for any third party.

(i) **First Negotiation:** Company's "First Negotiation" rights shall be as follows: Performer shall negotiate in good faith solely with Company as to the terms and conditions regarding Performer's employment following the expiration of the Term, during an exclusive negotiating period of 20 business days, commencing on or before (as Company shall elect) 60 days prior to the end of the Term (the "Negotiating Period"). If no agreement is reached during the Negotiating Period, then, upon the expiration of the Negotiating Period, Company shall have "Last Refusal" rights as set forth in paragraph 6(a)(ii) below.

(ii) **Last Refusal:** Company's "Last Refusal" rights, which shall apply until the expiration of 12 months following the date of the expiration of the Term, or until there is a "Third Party Contract" (as defined below), whichever first occurs, shall be as follows: Performer shall not, directly or indirectly, enter into any agreement with a third party ("Third Party") respecting Performer's services in any field of entertainment (as more particularly described in paragraph 6(b)(i) of the Standard Terms) without first offering in writing to enter into an agreement with television station WAGA and each television station, if any, then owned by Fox Television Stations, Inc. or any of its Affiliated companies (an "O&O Station") that is located in the same television market as is the Third Party, on the same financial terms that Performer and such Third Party are both willing to accept. Said offer from a Third Party must be a bona fide offer, signed by the offeror, and may include only provisions that are easily reducible to a determinable sum of money. Television station WAGA and each O&O Station shall have 10 business days after receipt of such written offer in which to accept said offer. If television station WAGA or an O&O Station accepts such offer, then Company will prepare and deliver documentation containing the terms that Company is required to match under this paragraph 6(a)(ii), together with other terms and conditions substantially consistent with this Agreement. If television station WAGA and each O&O fail to accept such offer within such period, Performer shall then be free to contract on those terms with the Third Party (subject to the provisions of paragraph 6(b) below), and if Performer does so there shall be deemed to be a "Third Party Contract."
Performing shall give Company prompt written notice of Performing’s acceptance of a Third Party Contract. If Performing does not accept such offer from the Third Party, then the terms of this paragraph 6(a)(ii) shall apply to each subsequent offer received by Performing.

(b) **Covenant Not To Compete:** Upon the termination of Performing’s employment hereunder, whether by expiration or sooner termination of this Agreement due to a Cause for Termination (as defined in paragraph 16 of the Standard Terms) or otherwise, Performing shall not, for a period of 6 months, appear on, or promote in any media, or render any other services with respect to, any programming that meets both of the following criteria: (i) the programming originates, in whole or in part, within the Designated Market Area (“DMA”), as such term is defined by Nielsen Media Research, Inc., of television station WAGA, and (ii) the programming is exhibited by any means of electronic exhibition now known or hereafter devised, including, without limitation, free, over-the-air, basic cable, satellite, or pay television exhibition, or Internet or other online exhibition; provided, however, if this Agreement is terminated by Company as a result of a Cause for Termination, then Performing shall not appear on any such programming for the period of time that this Agreement would have been in effect had it not been so terminated, or for 6 months following said termination, whichever is the later.

7. **Complete Understanding:** This Main Agreement and the Standard Terms for Employment Services (the “Standard Terms”) attached hereto as Exhibit “A” and made a part hereof are together referred to as the “Agreement.” This Agreement, together with the policies and disclosure statement attached hereto, contains the entire understanding of the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous representations, agreements or understandings, oral or written, and may not be modified, amended or terminated except by a written instrument signed by both parties.

If the foregoing is in accordance with Performing’s understanding, will Performing kindly so indicate by signing in the space provided below.

Very truly yours,

NEW WORLD COMMUNICATIONS OF ATLANTA, INC.

By: ______________________________

Title: Vice President Legal Affairs

Date Executed: _______________________

ACCEPTED AND AGREED TO:

Date Executed: _______________________

Date Executed: _______________________

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EXHIBIT “A”

STANDARD TERMS FOR EMPLOYMENT SERVICES

Exhibit “A” to Agreement ("Main Agreement"), dated as of [Date], between New World Communications of Atlanta, Inc. ("Company") and [Name] ("Performer").

1. Standard Terms: These Standard Terms are hereby incorporated in and made a part of the Main Agreement. The Main Agreement and these Standard Terms are together referred to as "this Agreement."

2. Services:

(a) Manner of Rendition of Services: Performer shall render Performer’s professional and artistic services hereunder whenever and wherever Company may reasonably require to the full limit of Performer’s capabilities, in a competent, conscientious and professional manner, and in compliance with budgetary constraints and with Company’s reasonable instructions, requests, rules and regulations as to all matters. Company shall have sole and total control over all Programs and all matters related thereto. Furthermore, the parties acknowledge that the success of television broadcast journalism reflects a combination of excellence of journalistic skill together with capacities, attributes and characteristics that involve appearance, delivery, and projection of personality. In recognition of these criteria, and without limiting the generality of Company’s rights and Performer’s obligations under this Agreement, Company shall have the right to impose such requirements with respect to Performer’s appearance, clothing, delivery and personality projection that, in Company’s judgment, maximize audience appeal as well as contribute to the effective communication of the subject matter of the Programs.

(b) Description of Primary Services:

(i) Performer agrees to provide services as an artistic professional that are primarily intellectual and creative, including services that utilize Performer’s special analytical, inventive, and artistic talents. In that regard, Performer shall be responsible for developing ideas, exercising news judgment, and preparing various types of news stories that will convey news developments to the viewing public in an interesting and compelling fashion. Performer shall handle general or complex special assignments requiring unusual perception, interviewing skills, writing ability, and on-air presentation and work primarily under deadline pressures. Performer shall be responsible for developing story ideas and be responsible for accuracy, breadth, and speed of reporting. Performer shall be responsible for making immediate decisions concerning the value of news items, and how stories should be developed for optimum on-air presentation value. Performer shall conduct interviews, search records, and observe firsthand to gather information for stories. In the field Performer shall assist in the selection of critical visual elements of the story for the best photographic on-air presentation. Performer shall develop and maintain contacts with news sources within the community, the public at large, and specialty areas of coverage. Because of Performer’s special and unique qualifications, Performer may be assigned by Company to cover a specialized area of interest, or may be assigned general, complex, or special assignments.
(ii) Without limiting the generality of the services that Company may require Performer to render, Performer’s services may include, as Company may designate from time to time, services in connection with reports, announcements, updates, descriptions, bulletins, or analyses, of news or other subject matter that may be inserted in the Programs; the preparation, researching and treatment of materials to be used on the Programs and the operation of technical equipment in connection therewith and incidental duties pertaining thereto; performing services promoting the Programs or Company, including, without limitation, making personal appearances and performing in promotional announcements; and such other services as may be rendered by other persons engaged in the same or similar capacity in the television industry or as otherwise may be requested by Company.

(iii) The precise services of Performer hereunder may be extended or curtailed by Company at any time and from time to time. Company shall not be deemed to have waived the right to require Performer to render any services hereunder by having previously assigned Performer to render any particular services or duties.

(c) Scheduling: Without limiting the generality of Company’s rights hereunder, Performer agrees to render services hereunder during schedules established by Company from time to time. Company shall be entitled to schedule work time and overall production time for each Program as may be necessary to meet Company’s requirements, including, without limitation, scheduling the production of 1 or more Programs on such days and at such times as Company may elect from time to time.

3. Payment Terms:

(a) Payment: For each week of the Term that Performer is rendering services hereunder, Company agrees to pay Performer’s Compensation on regular pay dates as then in effect under applicable Company policy, subject to such deductions and withholdings as are or may be required by law.

(b) No Obligation to Pay: Company shall have no obligation to pay Performer the Guaranteed Minimum Compensation during any week:

(i) during which Performer does not perform services for any reason (other than a permitted vacation) within Performer’s control, or

(ii) occurring after Performer’s death or after the expiration or sooner termination of this Agreement.

(c) No Severance: Performer understands that no severance pay of any kind shall be due Performer upon the expiration of the Term of this Agreement.

4. Travel Expenses: Company shall have the right to require Performer, at any time or times, to travel to such places as Company, in Company’s discretion, may determine, to render services as may be required hereunder. In the event of such travel outside of the Atlanta, Georgia DMA, Company shall reimburse Performer for the cost of Performer’s
actual, reasonable, out-of-pocket transportation expenses to and from such place, which shall not exceed the cost of 1 round-trip, coach-class air fare, as well as Performer’s actual, reasonable and necessary living expenses while Performer is in such place in accordance with Company’s requirements, upon Performer’s submitting itemized statements approved by Company.

5. Pay Or Play: The rights in this paragraph 5 shall be in addition to and shall not in any way diminish or detract from Company’s rights as otherwise set forth. Company shall not be obligated to use Performer’s services, nor use the results and product of Performer’s services, nor produce, distribute, exhibit, advertise, exploit or otherwise make use of any Program. Company may at any time, without legal justification or excuse, elect not to use Performer’s services or to have any further obligations to Performer under this Agreement except as provided in the next sentence. If Company elects not to use Performer’s services pursuant to this paragraph 5, Performer shall be paid the applicable compensation as provided herein at the times provided in paragraph 3 above.

6. Exclusivity:

   (a) In General: Unless and to the extent expressly provided in the Main Agreement, Performer’s services for Company shall be exclusive to Company throughout the Term.

   (b) Proscribed Acts: Accordingly, during the Term, unless and to the extent expressly provided in the Main Agreement, Performer shall not:

   (i) render any services (whether for compensation or otherwise) in the field of entertainment (including, without limitation, in television [of any type whatsoever, whether free, over-the-air, basic cable or pay], home video, music, Internet or other online service, theatrical motion pictures, publishing, or radio) or in any other field of endeavor; or

   (ii) engage in any activity that would conflict or interfere with the performance of Performer’s services hereunder, or would otherwise be prejudicial to Company’s business interests; or

   (iii) permit or authorize the use of Performer’s name, voice, portrait, picture or likeness, or the use of any endorsement or testimonial in advertising or publicizing any institution, product or service; or

   (iv) engage in any activity whatsoever relating to the sale, advertising or promotion of any articles or materials used on the Programs.

   (c) Conflicts or Competition: Without limiting the generality of any of the foregoing, during the Term, Performer will not, directly or indirectly:

   (i) own, operate or control a standard, FM or television broadcast station, or any television system (including, without limitation, cable, pay TV, multipoint distribution system, low power TV, TV translator, direct broadcast satellite service, etc.), or engage in any other business in competition with Company;
(ii) be a director, trustee, partner, officer or employee of another corporation, firm, trust or association that, directly or indirectly, owns, operates, controls or has an interest of 1% or more in a standard, FM or television broadcast station, or any television system (including, without limitation, cable, pay TV, multipoint distribution system, low power TV, TV translator, direct broadcast satellite service, etc.), or that engages in any other business in competition with the Company;

(iii) have an interest of 1% or more (i) in a standard, FM or television broadcast station, or any television system (including, without limitation, cable, pay TV, multipoint distribution system, low power TV, TV translator, direct broadcast satellite service, etc.) or a radio common carrier or cellular radio system, or (ii) in another corporation, firm, trust or association that, directly or indirectly, has an interest of 1% or more in a standard, FM or television broadcast station or any television system (including, without limitation, cable, pay TV, multipoint distribution system, low power TV, TV translator, direct broadcast satellite service, etc.);

(iv) have an interest of 1% or more in a corporation, firm, trust or association that is in competition with the Company;

(v) own or have any beneficial interest in any company, business or interest where to do so well or may conflict with the full and faithful performance of Performer's duties for Company, specifically including, without being limited to, any companies that produce and/or distribute feature or syndicated films, records, cartoons, radio or television programs, or manage or represent talent (other than companies whose stock is listed on a national stock exchange); or

(vi) without Company's prior knowledge and written consent in each instance, accept any compensation of any kind or gift or gratuity whatever, regardless of its value or form, from anyone not employed by Company, or from any agent, employee or servant of any person, firm or corporation, whose interest may or do conflict with Company's or with whom Company competes or may compete or do business, have done or may do business. Without derogating from Company's right to terminate this Agreement by reason of Performer's breach of other provisions hereof, upon violation of any provision of this paragraph by Performer, Company may forthwith terminate this Agreement.

(d) **Company Policies: Statement and Questionnaire:** Performer acknowledges that certain Company policies have been or will be communicated to Performer from time to time and are incorporated herein by this reference. Without limiting the generality of this paragraph 6, Performer acknowledges that such policies (as well as all other then-current Company policies) shall be binding upon Performer, and Performer shall at all times comply with such policies. Further, Performer agrees to complete and sign the Statement and Questionnaire attached to Company's Conflict of Interest Policies when requested by Company, and to promptly notify Company in writing of any facts that may change any of Performer's answers to any questions in such Statement and Questionnaire. Performer's employment under this Agreement is contingent on Company's acceptance of Performer's response(s) to the Statement and Questionnaire.
7. **Proprietary Information:** "Proprietary Information" is all information and any idea pertaining in any manner to the business of Company (or any of its Affiliates), its employees, clients, consultants, or business associates, that was produced by any employee of Company in the course of his or her employment or otherwise produced or acquired on behalf of Company. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, data, know-how, computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside Company, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During Performer’s employment with Company, Performer shall use Proprietary Information, and shall disclose Confidential Information only for the benefit of Company and as is necessary to perform Performer’s job responsibilities under this Agreement.

8. **Competitive Activity; Use of Proprietary Information/Solicitation:** Performer agrees that during the Term of Performer’s employment hereunder and for a period of 2 years thereafter, Performer will not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of Company. Additionally, to forestall such disclosure and use, and in consideration of Performer’s employment under this Agreement, Performer agrees that for a period of 2 years after Performer’s employment terminates, Performer will not directly or indirectly, (a) divert or attempt to divert from Company (or any of its Affiliates) any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its customers or (b) employ, solicit for employment, or recommend for employment any person employed by Company (or any of its Affiliates).

9. **Continuation of Employment After Expiration of Term:** In the event that the parties mutually agree that Performer shall continue rendering services hereunder for Company following the expiration of the Term hereof, the Term shall be deemed extended on an at-will basis only for the period during which Performer continues to render Performer’s services. This means that, after the term, Performer may resign for any reason with or without advance notice or the Company may terminate Performer with or without cause and with or without advance notice.

10. **Publicity:**

   (a) **Name And Likeness:** Performer hereby grants to Company the right to use and license others to use Performer’s name, recorded voice, biographical data, portrait, likeness and/or picture for advertising purposes and/or purposes of trade in connection with the Programs and in connection with Company’s institutions, products and services and the institutions, products and services of any sponsor of the Programs, provided that no such use shall constitute an endorsement or testimonial by Performer for any institution, product or service.
(b) **Publicity Concerning Performer:** Performer hereby grants Company the exclusive right, during the Term, to issue and authorize publicity, paid advertisements, press notices and other information concerning Performer.

11. **Ownership:** Company shall solely and exclusively own all rights of every kind and nature in perpetuity and throughout the universe in the Programs, the titles thereof, and all components and materials contained in the Programs (including, without limitation, the Material, as hereinafter defined). Without limiting the foregoing, Company also shall solely and exclusively own all rights of every kind and nature in perpetuity and throughout the universe in all of the results and proceeds of Performer's services hereunder, including, without limitation, in connection with the creation, development, preparation, writing, interpolation, editing or production by Performer of any literary or other materials or properties or elements of any kind for the Programs (collectively, the "Material"). Performer acknowledges that the Material is a work specially ordered by Company for use as part of a motion picture and that the Material shall be considered to be a "work made for hire" for Company, and therefore Company shall be the author and copyright owner of the motion picture and Material for all purposes throughout the universe without limitation of any kind. The Programs and the Material may be registered for copyright in the name of Company or its designee. Company may make any changes in, deletions from, or additions to the Material and the Programs, and Performer waives the right to exercise any right of "droit moral." All of Company's rights under this Agreement shall continue, notwithstanding expiration of the Term, or termination of this Agreement or Performer's services for any reason. Without limiting the generality of Company's rights under this paragraph 11, Company shall have the right, without the payment of any compensation to Performer (other than that specified in paragraph 3 of the Main Agreement) to use portions of any Program in the production of any other programming.

12. **Exhibition and Other Rights:** Without limiting the generality of Company’s rights under paragraph 11 of these Standard Terms, Company shall have the right, throughout the universe and in perpetuity, to exhibit the Programs or any part thereof, and/or use and reuse recordings of the Programs or any part thereof, and/or license others to so exhibit, use and/or reuse the Programs and recordings thereof or any part thereof, whether on a connected (i.e., network, including, but not limited to, Fox Broadcasting Company) or non-interconnected (i.e., syndicated) basis, or any other basis, whether now known or hereafter devised, and in any media, whether now known or hereafter devised, and by any means and technologies, whether now known or hereafter devised, including, without limitation, interactive television, CD-ROM, and Internet or other online or wireless exhibition. Company shall also have the right, in Company’s discretion, at any time or times, to make any and all other uses of any type whatsoever of the Programs or any part thereof as Company may, in Company’s discretion, determine. The days and times on which the Programs may be exhibited, the duration of the Programs, and the titles, formats, content and all other elements, components and characteristics thereof shall be designated, and may be changed, by Company from time to time in its sole discretion. The term “recordings," as used herein, shall mean and include any recording or recordings made, whether before or during a broadcast transmission, by electrical transmission, tape recording, wire recording, film or any other similar or dissimilar method of recording programs, whether now known or hereafter devised. All recordings, as between Company and Performer, shall be Company’s sole property.
13. **Force Majeure and Company Disability:** If Company’s or television station WAGA’s normal business operations or the production of any Program or Programs are materially hampered or otherwise interfered with by reason of an event of “Force Majeure” and/or by virtue of any other disruptive events that are beyond Company’s control (“Company Disability”), then Company shall have the right upon notice to Performer to postpone the commencement of or suspend all or some of the rendition of services by Performer and the running of time hereunder for such time as the Company Disability shall continue. Such suspension shall end within 4 weeks after the cessation of the cause thereof. As used herein, the term “Force Majeure” shall mean any event or occurrence beyond the control of Company, including, but not limited to a labor dispute, strike, any act of God (including weather), governmental action, regulations or decrees, casualties, accidents, or illness or incapacity of any key personnel (as determined by Company) who render services with respect to any Program. In the event of a Company Disability, Company shall have the right to terminate this Agreement upon 4 weeks’ written notice thereof to Performer.

14. **Performer Incapacity:**

   (a) **Definition:** As used herein, the term “Performer Incapacity” shall mean that Performer is prevented from, or materially interfered in, rendition of services by illness, physical or mental disability, any alteration in Performer’s facial or physical appearance, or any impairment of Performer’s voice that, in Company’s opinion interferes with the proper performance of Performer’s obligations hereunder, accident, military service or other cause that would make Performer’s failure to render services excusable at law. A Performer Incapacity shall commence upon the occurrence of the event that caused the Performer Incapacity (or, if applicable, the expiration of any sick leave then permitted under Company policy) and shall continue until the expiration of the time period set forth in paragraph 17(d).

   (b) **Right of Examination:** If any claim of Performer’s mental or physical disability is made by Performer or on Performer’s behalf, Company shall have the right to have Performer examined by such physicians as Company may designate. Performer’s own physician may be present at such examination at Performer’s sole cost and expense, provided that such physician shall not interfere therewith.

15. **Performer Default:** As used herein, the term “Performer Default” shall mean that Performer fails or refuses to perform or comply or Performer or Performer’s representative indicates that Performer intends to fail or refuse to perform or comply with any of the terms or conditions hereof at the times and in the manner specified other than by reason of Performer Incapacity, and if Performer does not give written affirmation of Performer’s intention fully to perform hereunder within 24 hours (or such shorter time if required by the exigencies of production) following notice from Company requesting such affirmation. A Performer Default shall commence upon the occurrence of the event that caused the Performer Default and shall continue until the expiration of the time period set forth in paragraph 17(d).

16. **Cause for Termination:** As used herein, the term “Cause for Termination” shall include, but not be limited to, the following: insubordination; dishonesty; theft in any amount;
conviction of any felony or a misdemeanor involving moral turpitude; actual or threatened violence against another employee; sexual or other prohibited harassment of others; unauthorized disclosure or use of trade secrets; a willful or continuing violation of the Company’s policies or rules; willful misconduct or habitual neglect of duties; use or possession of illegal drugs or alcohol during working hours or off duty if such use affects the performance of duties or Company’s interests; unethical business practices; failure to travel as scheduled by Company; involvement in any activity that might result in adverse publicity or notoriety for Performer or Company or otherwise tends to bring Performer or Company into public disrepute, contempt, scandal or ridicule; a Performer Default; or any matter constituting cause under applicable laws.

17. Suspension: In the event of a Performer Incapacity, an event of Force Majeure, a Company Disability, or a Cause for Termination, Company, upon notice to Performer, shall have the right to postpone the commencement of or suspend the rendition of services by Performer and the running of time under this Agreement so long as any such Performer Incapacity, event of Force Majeure, Company Disability, or Cause for Termination shall continue.

(a) Payments: Company shall not be obligated to pay Performer any compensation under this Agreement during the period of any such suspension as provided in the preceding sentence.

(b) Alternative Services Restricted: During any period of suspension under this Agreement, Performer shall not render services for any party other than Company, unless the suspension is for Force Majeure (other than an event of Force Majeure unique to Performer) in which case Performer may render services for third parties subject to Performer rendering services to Company upon 24 hours’ notice.

(c) Additional Services: If Company shall have paid compensation to Performer during any period of Performer Incapacity, Force Majeure, Company Disability, or Performer Default, then Company shall have the right (exercisable at any time) to require Performer’s services hereunder without compensation for a period equal to the period for which Company shall have paid compensation to Performer during such Performer Incapacity, event of Force Majeure, Company Disability or Performer Default.

(d) Continuation of Suspension Period: Notwithstanding anything to the contrary in this Agreement, any suspension of Performer’s services hereunder by Company due to Performer Incapacity, Force Majeure, Company Disability, or Performer Default may continue, at Company’s election, for a period of 4 weeks following the date of Company’s receipt of written notice from Performer that Performer is ready, willing and able to perform the services required hereunder.

18. Extension of Term: Company may extend each Contract Year, as applicable, and postpone all dates in connection therewith, for a period equal to all or part of any period during which a Performer Default, an event of Force Majeure, a Company Disability, a Performer Incapacity, or a Suspension based thereon has continued, by written notice to
Performer on or before the last to occur of (i) the expiration of the applicable Contract Year; (ii) the termination of the Suspension, or; (iii) 10 days after the end of the event.

19. Termination: Company may, by giving notice to Performer at any time, terminate this Agreement as follows:

(a) Performer Incapacity: At any time after a Performer Incapacity has continued for 3 consecutive weeks or for an aggregate of 6 weeks during any Contract Year, except as otherwise provided by law, it being acknowledged by Performer that continued employment during a Performer Incapacity beyond the aforesaid 3 consecutive weeks or 6 weeks in the aggregate would cause an undue hardship to Company; or

(b) Cause for Termination: At any time after Company’s good faith and reasonable belief, based on the facts then available to Company, of the existence of a Cause for Termination.

(c) Effect: Termination of this Agreement, whether by lapse of time, mutual consent, operation of law, exercise of a right of termination or otherwise shall release and discharge Company from all further obligations to Performer, including, without limitation, the obligation to pay Performer any further compensation. Nevertheless, if the termination is not for Performer Default, Company shall pay Performer any compensation due and unpaid prior to the termination, and Company shall not be deemed to have waived any other rights it may have or after Company’s rights or any of Performer’s agreements or warranties in connection with the rendition of Performer’s services prior to termination.

20. Company’s Rights Continue: If Company receives written notice from Performer following the occurrence of a Performer Incapacity or a Performer Default that Performer is ready, willing and able to return to work and to comply with all of the terms and conditions of this Agreement, such notice shall not preclude Company from exercising any rights or remedies Company may have had or may have hereunder or at law or in equity by reason of Performer Incapacity or Performer Default.

21. Representations, Warranties and Indemnities:

(a) By Performer: Performer represents and warrants that none of the Material shall infringe upon or violate the rights of privacy of, or constitute a libel or slander against, or violate any other statutory or common law or other rights of any kind of any person or other entity. Except as expressly provided in paragraph 21(b) below, Performer agrees to indemnify, defend and hold harmless Company and its Affiliated companies and their respective officers, directors, employees and agents, from and against any and all claims, actions, liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees and disbursements) caused by or arising out of any breach or alleged breach by Performer of any of the representations or warranties made by Performer hereunder, or the exhibition or any other use of any Material or any acts done by Performer or any statements made by Performer in connection with such exhibition or other use.
(b) **By Company:** Company agrees to indemnify, defend and hold Performer harmless from and against any and all claims, actions, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) caused by or arising out of (i) any material furnished by Company for use in the Programs, or (ii) Material furnished by Performer or any acts done by Performer or any statements made by Performer all in connection with the Programs, provided that such Material, acts or statements have been approved by Company, and Performer has disclosed to Company all the facts or information upon which such Material, acts or statements are based. Company agrees to provide legal defense and to indemnify Performer with respect to the circumstances described in subparts (i) and (ii) of the preceding sentence. Performer agrees that Performer will cooperate fully with Company in each such instance.

(c) **Notification of Litigation or Claims:** Each party will notify the other promptly of any litigation or claim to which the indemnities under paragraphs 21(a) or 21(b) of these Standard Terms applies. The provisions of paragraphs 21(a) and 21(b) of these Standard Terms shall survive the expiration or sooner termination of this Agreement.

22. **Remedies:**

(a) **Remedies Cumulative:** All remedies accorded herein or otherwise available to any party hereto by operation of law shall be cumulative, and no one such remedy shall be exclusive of any other. Without waiving any rights or remedies under this Agreement or otherwise, any party hereto may from time to time seek to recover, by action, any damages arising out of any breach of this Agreement by any other party hereto, and may institute and maintain subsequent actions for additional damages that may arise from the same or other breaches. The commencement or maintaining of any action or actions by the party shall not constitute or result in the termination hereof unless such party shall expressly so elect by written notice to the other party; provided, however, that in no event shall Performer have the right to terminate this Agreement nor shall Performer have the right to injunctive or other equitable relief with respect to any breach of Company's obligations. Company's liability for any failure to make a payment when due and Performer's rights and remedies therefor shall be limited to the recovery of money only, not exceeding the amount of such payment, and in no event shall any of the rights acquired or to be acquired by Company be affected or impaired. Except as herein limited, the pursuit of any remedy under this Agreement or otherwise shall not be deemed to waive any other or different remedy that may be available under this Agreement or otherwise, either at law or in equity. Company's or Performer's failure to enforce any provision of this Agreement shall not be deemed to be a waiver of any preceding or succeeding breach.

(b) **Unique Services:** Performer hereby acknowledges that Performer's services and the rights herein granted are of a special, unique, unusual, extraordinary and intellectual character giving them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, and that a Performer Default will cause Company irreparable injury and damage. Performer agrees that Company shall be entitled to seek injunctive and other equitable relief to prevent any Performer Default or if Performer commits a Performer Default or threatens to breach this Agreement.
(c) **Failure or Omission by Company**: A casual or inadvertent failure or omission by Company to comply with any provision of this Agreement shall not be deemed to be a breach of such provision or of this Agreement by Company.

23. **Visa Requirements and Employment Eligibility/Work Permits**: Performer agrees to cooperate with Company to secure such labor permits and visas as may be required by any governmental agency for the purpose of enabling Performer to render services hereunder wherever such services are required by Company. If, in spite of such cooperation, Company is unable to secure such labor permits and visas, Company shall have the right to postpone the commencement of any services of Performer hereunder or to suspend the operation hereof with respect to the running of time and the rendition of Performer’s services and/or payment of compensation hereunder until 1 week after a final determination is made concerning such labor permits and visas by the applicable authority. In addition, Company shall have the right to terminate this Agreement and all of Company’s obligations hereunder at any time during such suspension or upon Company’s discovering that the labor permits and visas cannot be secured.

24. **Conditions Affecting or Related to Compensation**:

(a) **Payments and Withholding**: All compensation or other payments that shall become due to Performer, less such withholdings and deductions as are or may be required by law, shall be paid by Company by check or by direct deposit and sent to Performer at the address provided in the Notices and Payments provision of this Agreement.

(b) **Performance**: Company’s obligation to pay compensation or otherwise perform shall be conditioned upon full and faithful performance by Performer of all of Performer’s material obligations and agreements. As to each payment to be made by Company, it is expressly agreed that if Company for any reason whatsoever fails to make such payment as herein provided, then Company shall not be deemed in default unless and until following such failure, Performer shall have given Company written notice demanding such payment and Company shall have failed to make such payment within 5 business days after Company’s receipt of said notice.

(c) **Governmental Limitation**: No withholding, deduction, reduction or limitation of compensation by Company that is required or authorized by law (“Governmental Limitation”) shall be a breach by Company or relieve Performer from Performer’s obligations. Payment of compensation as permitted pursuant to the Governmental Limitation shall continue while such Governmental Limitation is in effect and shall be deemed to constitute full performance by Company of its obligations respecting the payment of compensation. The foregoing notwithstanding, if at such time as the Governmental Limitation is no longer in effect there is compensation remaining unpaid to Performer, Company shall cooperate with Performer in connection with the processing of any applications relative to the payment of such unpaid compensation and Company shall pay such compensation to Performer at such times as Company is legally permitted to do so.

(d) **Garnishment/Attachment**: If Company shall be required, because of the service of any garnishment, attachment, writ of execution, or lien, or by the terms of any contract or
assignment executed by Performer, to withhold, or to pay to any other party all or any portion of the compensation due Performer, the with-holding or payment of such compensation or any portion thereof in accordance with the requirements of any such attachment, garnishment, writ of execution, lien, contract or assignment shall not be construed as a breach by Company.

(e) Overpayment/Offset: If Company makes any overpayment to Performer for any reason or if Performer is indebted to Company for any reason, Performer shall pay Company such overpayment or indebtedness on demand, or at the election of Company, Company may deduct and retain for its own account an amount equal to all or any part of such overpayment or indebtedness from any sums that may be due or become due or payable by Company to Performer or for the account of Performer and such deduction or retention shall not be construed as a breach by Company.

25. Notices and Payments:

(a) To Performer: All notices from Company to Performer may be given in writing by mailing the notice to Performer, by registered or certified mail, postage prepaid, by nationally-recognized overnight courier, delivery fees prepaid, or by facsimile transmission (subject to electronic log confirmation), or at Company's option, Company may deliver such notice to Performer personally. The date of mailing or of personal delivery shall be deemed to be the date of service. If the deadline for notice hereunder falls on a weekend or legal holiday, then notice shall be timely if given on the next business day. Payments and notices to Performer shall be sent to Performer at

with copies of notices sent to Darryl B. Cohen, Esq., Cohen Cooper Estep & Allen, 3330 Cumberland Blvd., Suite 600, Atlanta, GA 30339.

(b) To Company: All notices from Performer to Company shall be given in writing by registered or certified mail, postage prepaid by nationally-recognized overnight courier, delivery fees prepaid, or by facsimile transmission (subject to electronic log confirmation), or by messenger, addressed as indicated below. The date of mailing or messaging shall be deemed to be the date of service.

New World Communications of Atlanta, Inc.
1551 Briarcliff Road, N.E.
Atlanta, GA 30087
Attn: Vice President and General Manager

and to:

Fox Television Stations, Inc.
1551 Briarcliff Road, N.E.
Atlanta, Georgia 30306
Attn: Legal Department
(c) **Change of Address:** The address of Performer and of Company set forth may be changed to such other address as Performer or Company may hereafter specify by written notice given to the other party in accordance with the provisions of this Agreement.

26. **Assignment:** This Agreement is non-assignable by Performer and any purported assignment by Performer shall be void. This Agreement shall inure to the benefit of Company's successors, assignees, and Affiliates, and Company and any subsequent assignee may freely assign this Agreement, in whole or in part, to any party, provided that such party assumes and agrees in writing to keep and perform all of the executory obligations of Company hereunder. As used in this Agreement, the term "Affiliate" or "Affiliated" company or entity shall mean any company controlling, controlled by, or under common control with Company.

27. **Federal Communications Act:** Performer understands that it is a Federal offense, unless disclosed prior to exhibition to Company, to accept or agree to accept anything of value, other than Performer's regular compensation for services under this Agreement, to promote any product, service or venture on the air. Performer is aware that Company prohibits such conduct with or without disclosure, and any violation shall be a Performer Default and cause for dismissal.

28. **Union Agreement:** If in the future, any guild or union collective bargaining agreement becomes applicable to and binding upon Company and applies to Performer's services rendered pursuant to this Agreement, then said services shall be rendered pursuant to the terms and conditions of said union agreement, and except as expressly provided to contrary in this Agreement, Company shall be entitled to the maximum benefits and acquire the maximum rights provided for in said union agreement. To the extent that any provision of this Agreement conflicts with the mandatory provisions of any such applicable and binding union agreement, the union agreement shall prevail; provided, however, that in such event the provision(s) of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum mandatory terms and conditions of the union agreement. It is further agreed that if any such applicable and binding union agreement requires the payment of compensation to Performer in addition to that provided for in this Agreement, such additional compensation shall be paid at the minimum applicable rates specified in said union agreement, shall be based, where permitted by such union agreement, upon the minimum applicable compensation payable to Performer thereunder, and Company shall be entitled to credit and apply any and all sums paid or payable under this Agreement against such additional compensation to the full extent permitted under said union agreement. Performer agrees to cooperate with Company in requesting any waiver of the provisions of any such applicable and binding union agreement in connection with this Agreement.

29. **Mail:** Company may open and answer mail (including electronic mail) addressed to Performer relating to the Programs, provided that all such mail relating to Performer or intended for Performer, or copies thereof, shall be turned over to Performer within a reasonable length of time. Performer shall turn over to Company forthwith any mail (including electronic mail) addressed to Performer relative to the Programs or the operation
of Company's Station for inclusion in the Station’s Public File, in accordance with FCC Rules and Regulations.

30. **Commissions:** Performer shall be solely responsible for any and all compensation to brokers or agents in connection with the making and/or performance of this Agreement, and Performer shall indemnify Company and all sponsors against any and all claims therefor.

31. **Immigration And Naturalization Act:** Company's engagement of Performer hereunder is subject to Performer's compliance with the terms and provisions of the Federal Immigration and Naturalization Act. Performer shall provide Company or its designee with such proof of Performer's United States citizenship or authorization to work in the United States and to complete all forms required by the Immigration and Naturalization Services. Performer acknowledges that this Agreement shall not become effective and Performer shall not be entitled to any compensation hereunder unless and until Performer complies with the provisions of this paragraph 31.

32. **Miscellaneous:**

(a) **Governing Law:** This Agreement shall be construed in accordance with the laws of the State of Georgia applicable to agreements that are executed and fully performed within Georgia. The parties to this Agreement agree that the courts of the State of Georgia shall have jurisdiction of any action or proceeding among them.

(b) **Service of Process:** In any action or proceeding commenced in any court in the state of Georgia with respect to the Agreement, any summons, order to show cause, writ, judgment, decree, or other process, may be delivered to Performer personally or by mail outside of Georgia; and when so delivered, Performer shall be subject to the jurisdiction of such court as though the same had been served within Georgia.

(c) **Severability:** Nothing contained herein shall require the commission of any act or the payment of any compensation that is contrary to any law. If there shall exist any conflict between this Agreement and any such law, the latter shall prevail; and the provision or provisions hereof affected shall be curtailed, limited or eliminated to the extent (but only to the extent) necessary to remove such conflict; and as so modified this Agreement shall continue in full force and effect.

(d) **Captions:** The captions used in connection with the paragraphs and subparagraphs are inserted only for the purpose of reference. Such captions shall not be deemed to govern, limit, modify, or in any other manner affect the scope, meaning or intent of the provisions hereof; nor shall such captions otherwise be given any legal effect.
The following letter agreement and the attached Standard Provisions (collectively referred to as the "Agreement") will confirm the understanding between you (herein called "Talent") and The Weather Channel, LLC (herein called "TWC") with respect to the terms and conditions of Talent’s employment and shall supersede all prior oral or written understandings and agreements between TWC and Talent. The parties agree as follows:

1. TWC hereby employs Talent during the term hereof as an on-camera meteorologist and/or in any other like capacities, including but not limited to "storm specialist," or in any like capacity for such content as TWC may determine for distribution over network, cable, Internet, broadband, mobile, and local television and radio facilities or other distribution systems, including all new media, as designated by TWC or generally in the field of news as TWC may determine. Unless TWC specifies otherwise, Talent will gather, report, edit, write, prepare, and assemble material and furnish scripts concerning weather-related local, national, and international events of public importance, all under TWC’s supervision and control. Talent’s base of operations is currently scheduled to be in the Atlanta, Georgia metropolitan area. With Talent’s consent, TWC may change such base of operation whether in the United States or abroad, at any time and from time to time. Talent hereby accepts such employment and will complete and perform all of the agreements and obligations entered into by Talent. Talent shall abide by company policies of TWC.

Talent is the direct link between the customer and The Weather Channel product presented on any media platform. Talent is responsible for preparing and performing shows and material to meet or exceed customer expectations based on research and management evaluations. Talent will perform duties as assigned and respond to changes in job responsibilities as the programming evolves across media platforms. Talent is also responsible for quality control of the product, coordination with meteorology, broadcast operations and production, and following program format and network policies.

2. The term of this Agreement shall commence on January 1, 2023 and shall continue, subject to suspension, extension, or termination by TWC as hereinafter provided, for three (3) consecutive cycles of fifty-two (52) weeks.
3. (a) In full payment for the services and/or materials to be furnished by Talent and in
collection of the rights granted by Talent to TWC and the faithful performance of Talent’s
obligations hereunder, TWC agrees to pay Talent and Talent agrees to accept the guaranteed
annual rate of compensation below, payable bi-weekly in accordance with TWC’s payroll
practices. The annual rate(s) of pay reflected herein may not correspond exactly to the amount
received in a calendar year.

<table>
<thead>
<tr>
<th>Period of Term</th>
<th>Annual Rate of Compensation</th>
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<tr>
<td>Cycle 1: 1/8 - 1/8</td>
<td>$1200</td>
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<tr>
<td>Cycle 2: 1/8 - 1/8</td>
<td>$1200</td>
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<tr>
<td>Cycle 3: 1/8 - 1/8</td>
<td>$1200</td>
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</tbody>
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(b) In addition, Talent will receive a clothing allowance of up to $100 (less applicable tax
withholdings) during each of the first two (2) cycles of this Agreement, to be applied toward
approved purchases for Talent’s on-air wardrobe. Receipts must be submitted as directed by
TWC to ensure that this allowance is being used for approved clothing.

(c) In addition to any PTO to which Talent may be entitled pursuant to this Agreement or any
applicable TWC policy, TWC will provide Talent with up to three (3) days off during Cycle 1 or
Cycle 2 to attend one (1) mutually agreed upon conference. TWC shall pay for the costs of
Talent’s travel and up to three (3) days’ accommodations for the conference, consistent with
TWC’s then applicable travel policy.

(d) Talent will also receive a gym allowance of up to $100 (less applicable tax withholdings)
during the first (1) cycle of this Agreement, to be applied toward a gym membership. Receipts
must be submitted as directed by TWC to ensure that this allowance is being used for an
approved gym membership.

4. Talent shall be considered a staff/contract employee of TWC. Talent shall be entitled to
employee benefits as may be in effect for all similarly situated employees of TWC, with the
understanding that, if any employee benefits are negotiated in a collective bargaining agreement
covering services provided hereunder, such negotiated benefits shall apply in lieu of the TWC
employee benefits referenced in this paragraph. As a TWC employee under a personal service
contract, Talent shall not be eligible for severance.

5. Except as specifically excluded by the arbitration procedure, TWC and Talent covenant and
agree that all disputes arising out of or concerning the employment relationship or termination
thereof between them, including, without limitation, any claim arising under any federal, state, or
local law, regulation or ordinance, shall be resolved timely and exclusively by final and binding
arbitration pursuant to the Rules of the American Arbitration Association (AAA), or pursuant to
the rules of such other arbitration plan adopted by TWC. Said arbitration procedure is attached as
Exhibit A.

6. (a) Recognizing that Talent possesses unique individual talent and that the services of Talent
will be greatly enhanced in the area served by TWC, by virtue of Talent’s exposure with and
promotion by TWC, Talent agrees that, upon the termination of this Agreement or the end of the
term of this Agreement or by cessation of Talent’s employment whether by discharge, dismissal
or voluntary action by Talent, Talent will not provide on-air services or accept any on-air employment of any kind related to weather with CNN, Fox News, MSNBC, AccuWeather, WeatherNation, or a television station in a top-ten DMA, nor will Talent provide similar weather-related services on weather.com, AccuWeather.com, or to IBM, for a period of one hundred eighty (180) days following the date of termination of this Agreement or Talent’s final day of employment, whichever is later.

(b) Talent has carefully considered the nature and extent of the restrictions imposed upon Talent pursuant to this paragraph and hereby acknowledges and agrees that, in light of Talent’s position with TWC, the nature of Talent’s services to be provided to TWC and the competitive nature of TWC’s business, the same are reasonable in time, scope and territory, are designed to eliminate competition which would be unfair to TWC, are fully required to protect the legitimate interests of TWC and do not confer a benefit upon TWC disproportionate to any detriment to Talent.

7. Talent agrees to sign, abide, and be bound by TWC’s “Confidentiality and Invention Agreement,” attached hereto as Exhibit B.

8. All applicable covenants made by Talent herein shall survive expiration and/or termination of this Agreement, as well as termination of Talent’s employment, in accordance with their terms. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, all prior understandings being merged herein. In the event of any inconsistency between this letter agreement and the Standard Provisions, this letter agreement shall prevail. All questions with respect to this Agreement shall be determined in accordance with the laws of the State of Georgia. This Agreement may not be changed, modified, renewed, extended, or discharged except as specifically provided herein or by an agreement in writing signed by the parties hereto. This Agreement may be executed by original or facsimile signatures and in counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument. Any signed copy of this Agreement delivered by facsimile transmission shall for all purposes be treated as if it had been delivered containing an original signature of the party whose signature appears in the facsimile and shall be binding upon that party in the same manner as though an original signed copy had been delivered. If this Agreement is not executed by Talent and received by TWC on or before January [redacted], the offer shall be automatically withdrawn unless TWC agrees otherwise.

[Signatures on next page.]
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date aforesaid.

Very truly yours,

THE WEATHER CHANNEL, LLC

By:  
Vice President, Talent

ACCEPTED AND AGREED:
EXHIBIT A
ARBITRATION AGREEMENT

In accordance with the Employee Employment Agreement between The Weather Channel, LLC; and the undersigned Employee, this Agreement requires you to arbitrate any legal dispute you may have with TWC, as defined in more detail below. This Arbitration Agreement ("Arbitration Agreement") affects your right to a trial by a jury; therefore, you may wish to seek legal advice before signing this Arbitration Agreement.

Section 1: Duty to Arbitrate

By signing this Arbitration Agreement, Employee and TWC agree that all Claims, as defined below, will be resolved timely and exclusively by final and binding arbitration. Claims will be resolved exclusively by one neutral Arbitrator, rather than by a court or jury. In all cases, such arbitration shall be conducted under the most current version of the American Arbitration Association's National Rules for the Resolution of Employment Disputes ("AAA Rules"), and/or such other procedures as the parties both agree in writing. The neutral Arbitrator shall be selected through the American Arbitration Association ("AAA"), unless the parties agree otherwise, in writing. The Federal Arbitration Act shall apply to this Arbitration Agreement. Any hearing shall be held in the Atlanta, Georgia area.

This Arbitration Agreement is intended by TWC and Employee to be enforceable under the Federal Arbitration Act. TWC and Employee agree that TWC's business and Employee's performance of his/her job duties and responsibilities are conducted in interstate commerce and have an effect on interstate commerce. Should it be determined by any court of competent jurisdiction that the Federal Arbitration Act does not apply to any particular dispute between TWC and Employee, then the provisions of this Article are intended to be enforceable under the arbitration law of the State of Georgia.

As used in this Arbitration Agreement, "Claims" means disputes arising out of or related to your application for employment, your employment by TWC, or your separation from employment with TWC (including any job-related post-separation disputes) and includes any such Claims you may have against current or former supervisors, co-employees, officers, and other employees or agents of TWC, in their capacity as such and otherwise. The term "Claims" includes, but is not limited to, claims arising under Title VII of the Civil Rights Act of 1964, as amended; the Civil Labor Standards Act; the Americans with Disabilities Act; the Family and Medical Leave Act; the False Claims Act; the Age Discrimination in Employment Act of 1967; the Uniformed Services Employment Rights and Reemployment Act; the Employee Retirement Income Security Act; the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended; and any other federal law, state law, municipal law, local law, common law, or action arising in law, in equity, in contract (whether express or implied), or in tort, including, without limitation, any claims which are in the nature of claims for discrimination, wrongful discharge, retaliation, emotional distress, defamation, invasion of privacy, harassment, breach of duty, negligence and other claims related to or arising out of Employee's employment or the termination of Employee's employment with TWC. "Claims" also includes disputes against Employee's current or former supervisors, co-employees or officers or any of TWC's subsidiaries, parent companies, or affiliates; or any of their current or former supervisors, co-employees, or officers.
The terms of this Arbitration Agreement control over any prior arbitration agreements you may have signed with TWC and any prior discussion you may have had with a TWC representative about arbitration.

Section 2: Arbitrator’s Authority

This Arbitration Agreement shall not be construed to deprive a party of a substantive right preserved by law. To the extent possible, the Arbitrator will refer to and be bound by the Federal Rules of Evidence and the Federal Rules of Civil Procedure on issues not specifically covered by the AAA Rules. Except as otherwise provided by applicable law or in a contract of employment between the parties, no Arbitrator shall have the power to alter the employment-at-will status of any employee or to impose any limit on TWC’s discretion to discipline or discharge any employee.

Section 3: Initiating Arbitration

Either party to this Arbitration Agreement may initiate arbitration by delivering a written request to arbitrate to the American Arbitration Association, listing the Claim(s) to be arbitrated. A copy of the written request must also be served on the other party by hand delivery or by certified mail. Requests to TWC shall be sent to The Weather Channel, LLC’s Office of General Counsel at 300 Interstate North Parkway, SE, Atlanta, Georgia 30339-2403. Requests to Employee shall be delivered to the last known home address on file with TWC.

Section 4: Time Limits for Initiating Arbitration

The time limits for initiating arbitration of a Claim shall be the same time limits which would apply if the claim were filed in a court of competent jurisdiction. Regarding those Claims which require the filing of a charge or complaint with a governmental agency as a condition precedent to filing a lawsuit (such as the filing of an EEOC Charge), this condition precedent is hereby waived by TWC and a Claim shall be considered timely so long as that Claim is initiated with the AAA as required by Section 3, above, within the time limits established by law for the filing of such charge or complaint with a governmental agency.

Section 5: Motions

Either party shall have the right to file motions with the Arbitrator, including a motion to dismiss and a motion for summary judgment. The Arbitrator shall rule on these motions prior to any evidentiary hearing on the Claim(s).

Section 6: Appeals

Either party may bring an action in any court of competent jurisdiction to enforce an arbitration award. A party opposing enforcement of an award may bring a separate action in any court of competent jurisdiction to set aside the award. The standard of review shall be the same as that applied by an appellate court reviewing a decision of a trial court sitting without a jury in Atlanta, Georgia.

Section 7: Exceptions

TWC and Employee specifically covenant and agree that the foregoing provisions of this Arbitration Agreement shall not apply to:
(1) Any dispute between TWC and Employee involving or arising out of any violation, threatened violation, or claim of violation or threatened violation of any duty or obligation under the Employee Confidentiality and Invention Agreement between TWC and Employee; and

(2) TWC's right to seek temporary or preliminary injunctive relief, as provided in the Employee Employment Agreement, in the event of any violation or threatened violation of any of the covenants or promises set forth in Paragraphs 2-4 of that Agreement.

This Arbitration Agreement shall be interpreted so as to render it effective and reasonable. If any provision of this Arbitration Agreement is declared or determined by any court of competent jurisdiction to be illegal or invalid, or to have provisions that render the procedure set out in it to be unenforceable, the validity of the remaining parts, terms or provisions shall not be affected, but the illegal or invalid part, term or provision shall be deemed modified to the extent necessary to make the Arbitration Agreement legal or to be excluded from this Arbitration Agreement.

I acknowledge that this Arbitration Agreement contains the entire agreement between the parties regarding arbitration and that I have not relied upon any additional terms or statements in deciding to sign this Arbitration Agreement.

The Weather Channel, LLC

By: ____________________________  By: ____________________________

Date: ____________________________  Date: ____________________________
EXHIBIT B

THE WEATHER CHANNEL, LLC
CONFIDENTIALITY AND INVENTION AGREEMENT

Reasons for this agreement. I understand that during the course of my service to The Weather Channel, LLC and its affiliates ("TWC"), TWC has disclosed or will disclose or make available to me confidential information related to TWC’s business. I also understand that I may conceive, create or produce confidential information, as well as inventions and copyrightable works. All such confidential information inventions and works could be used to compete unfairly with TWC and could also be of great value to TWC’s competitors. I recognize that such confidential information, inventions and works have been developed and will be developed during the course of my service to TWC through the expenditure by TWC of substantial time and money. I further recognize that TWC’s continuing ability successfully to engage in its business depends, in part, on maintenance of the confidentiality of TWC’s proprietary information and on the protection of rights in Ideas, inventions, works and information of TWC.

Agreement. Accordingly, in consideration of my service or continued service to TWC and the compensation paid to me by TWC, I agree that:

1. Confidential Information. I will protect TWC’s secrets. Except as may be necessary in connection with my service for TWC, I will not use, disclose or give to others, during or after my service, any fact or information not generally available to the public concerning TWC’s business. Such information includes research and development, equipment and systems designs, computer software, technical and nontechnical data, techniques, revenue data and forecasts, ideas for content development, marketing plans, network affiliate information, business plans, financial information and any other secret or confidential work, knowledge, know-how, trade secret or confidential business information, whether or not this information is reduced to writing and whether in electronic, paper or other form. It also includes confidential information of TWC’s affiliates, as well as information of suppliers or other third parties that TWC treats as confidential. The information I will protect does not, however, include: (i) any information that is or shall become generally known in the trade through no fault of mine, (ii) any information received in good faith from a third party after the end of my service who has the right to disclose such information and who has not received such information either directly or indirectly from TWC, (iii) any information that I can demonstrate was within my legitimate possession prior to the time of my service to TWC or (iv) any confidential information of TWC not constituting a trade secret under applicable law three (3) years after the end of my service with TWC.

2. Inventions, Ideas and Patents. I will promptly disclose to TWC, and only to TWC, any invention or idea of mine in any way connected with my service or related to TWC’s business conceived or made during my service to TWC. I will also cooperate with TWC and sign all papers deemed necessary by TWC to enable it, at its expense, to obtain, maintain and protect patents or other rights covering such inventions and ideas and to confirm TWC’s
ownership of all rights in such inventions, ideas, patents and other rights. I understand that this obligation to assign rights to TWC does not apply to an invention for which no equipment, supplies, facility or trade secret information of TWC was used and which was developed entirely on my own time, unless (a) the invention relates (i) directly to the business of TWC, or (ii) to TWC’s actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me for TWC.

3. Return of Materials. Upon the end of my service for any reason or at any time at TWC’s request, I will deliver to TWC all of its materials and other property, including prototypes, notebooks, computers, credit cards, keys, instruments, tools, devices, plans, records, drawings, photographs, videotapes, computer software, notes, materials, papers and other documents and any copies which may be in my possession or under my control.

4. Interpretation: Severability of Invalid Provisions. All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

5. Agreement Binding: Law. This Agreement benefits TWC and its successors, assignees, and designees and shall be binding upon me and my heirs, executors, administrators and personal representatives. This Agreement shall be governed by the laws of the state of Georgia, without regard to its principles of conflicts of laws.

I have signed this Agreement this __________ day of __________________, 20____.

Sign: ____________________________________________

Print Name: _______________________________________

TWC Witness:

Sign: ____________________________________________

Print Name: _______________________________________

1. Services.
(a) Talent's services hereunder shall be performed under Company's direction and control and in a competent, painstaking and artistic manner and to the best of Talent's ability and shall include any necessary rehearsals. Talent will be available to devote sufficient professional time and attention to the performance of Talent's services hereunder as required by Company and will, subject to specification of base of operations, if any, render such services at the times and places designated by Company and in the manner specified and required by Company. Company may require Talent to conform to reasonable standards as may from time to time be set by Company pertaining to matters of on-air professionalism, including behavior, appearance and related matters. Talent agrees to perform in openings, closings, lead-ins, lead-outs and promotional announcements without additional compensation except to the extent, if any, required by any applicable collective bargaining agreement to which Company is a party. The services and the material, if any, furnished by Talent shall comply with all of Company's rules and policies, including but not limited to the then applicable news policies and/or guidelines, and with the rules and regulations of the Federal Communications Commission and any other governmental body having jurisdiction in the premises. Any material furnished by Talent shall be subject to Company's approval; without limiting the generality of the foregoing, Talent shall not, without Company's approval, mention or make any reference, or allow such mention or reference to be made, to any product or service in any program hereunder other than that of a sponsor of such program except as may be required for bona fide news reporting and comment.

(b) Talent agrees that no public statement by Talent, or by any representative of Talent (to the extent such statements are reasonably subject to control by Talent), whether spoken or in writing, telecast or not, will be disparaging to, or derogatory of, the sponsor or sponsors of any materials produced hereunder, or of any product or services of any such sponsor or sponsors, or of Company, its parent or affiliated or subsidiary companies, and their respective services, products, officers, directors, employees or agents or of Talent's services, performances or Talent's relationship to Company. Talent agrees that in the event of breach of the foregoing provisions of this paragraph, Company will have the right to terminate this agreement upon written notice (no later than thirty (30) days after learning of such statement) and/or to seek and obtain appropriate injunction relief in a forum of competent jurisdiction upon notice and hearing, it being agreed that any remedy at law will be inadequate. Talent's obligations under this paragraph shall survive termination. The right of termination set forth in this paragraph is in addition to, not in lieu of, any other rights Company may have at law or in equity.

(c) Upon reasonable prior notice, Talent agrees to perform reasonable promotional activities on behalf of Company such as in connection with Company's programs, services and community activities which may include, but not be limited to, on-air interviews, guest appearances, community appearances and institutional sales, or similar meetings, all without additional compensation. Talent will be reimbursed for reasonable expenses directly incurred by Talent in connection with these appearances. Talent shall not be permitted to appear in promotions or advertisements for any product or service, or allow Talent's name or likeness to be so used, whether or not Talent is compensated, without the approval of Company in each instance.

(d) Subject to the limitation, if any, imposed by any applicable collective bargaining agreement to which Company is a party, to the extent that the compensation payable to Talent for any services, including services on an entertainment program, furnished by Talent is in excess of applicable union minimum scale, Company shall have the right to apply such excess against any and all payments which would otherwise be due at any time under any collective bargaining agreement with respect to services by Talent or the exercise by Company of rights granted by Talent to Company hereunder.

(e) To maintain the integrity of business and financial reporting, and to comply with applicable laws and regulations, Company, or one or more of its divisions, subsidiaries or affiliated entities may have established special policies and procedures concerning the financial investments and holdings of its employees. Talent will strictly comply with all such policies and procedures and the failure to
do so shall be deemed sufficient grounds for immediate termination of this Agreement.

2. Ownership, Use and Sponsorship.
(a) Talent hereby expressly grants perpetually and exclusively to Company all rights of any kind and character whatsoever, including, without limitation, all common law, statutory and moral rights throughout the world and regardless of whether or not such rights are now known or hereafter discovered, in and to Talent's services and performances pursuant to this agreement and in and to the results and proceeds of such services and performances. The foregoing rights shall include, but not be limited to, the perpetual and unlimited right to use, disseminate, exploit, reproduce, record, display, and publicly perform by any process whether now known or hereafter discovered, any or all of Talent's acts, poses, plays, services and appearances in or in connection with the programs, program materials and services and promotional trailers created hereunder and Talent's voice and all sound effects produced by Talent in connection therewith, and the complete and unencumbered right, throughout the world, to exhibit, record, reproduce, telecast, transmit, publish, sell, license, distribute, perform and use for any purpose, in any manner, by any means and in television, sound radio, new media, interactive media and any other medium now known or hereafter discovered all or any part or parts of the matter and things referred to in this paragraph. Talent shall not have or claim to have any right, title or interest in or to any material embodied in any program or other material produced hereunder, including, without limitation, the title, format, plots, ideas, research, scripts, graphics, action, character, name of any character, characterizations, locales, routines, costumes, music or other effects thereof, regardless of any contributions thereto made by Talent. Notwithstanding the foregoing, Company will not use, exhibit, record, reproduce, telecast, transmit, publish, sell, license or distribute "outtakes" of Talent's performances produced pursuant to this agreement, which outtakes Company may reasonably anticipate would subject Talent to embarrassment or ridicule, without Talent's prior written approval.

(b) It is further mutually agreed that all works produced by Talent within the scope of Talent's employment by Company were specially ordered and commissioned as part of an audiovisual work and, as such, will be considered a "work made for hire" within the meaning of the U. S. Copyright Law. If any such works do not qualify as a "work made for hire" for any reason, all rights specified in this paragraph will be deemed transferred by this agreement to Company, its successors and assigns.

(c) Company (or any licensee of Company) shall have the exclusive right to enter into agreements for the commercial sponsorship of any program or of any segment or portion thereof. Talent shall not, directly or indirectly, have any right or interest in or to any such agreement.

3. Use of Name and Likeness.
Company shall have the exclusive worldwide right and license to use or exploit of Talent's name, sobriquet, approved biography, picture, portrait, recorded voice, performance, caricature and likeness, or any one or more of them in connection with Talent's duties hereunder in any medium now known or hereafter discovered for informative purposes and in connection with the advertising and publicizing of any materials created hereunder and/or Company's services. Subject to Talent's consent, Company or any station telecasting the materials created hereunder may (but has no obligation to) open mail addressed to Talent in its care and may reply in the name of Talent or otherwise to any of that mail which relates to the programs or services hereunder and may affix a facsimile of Talent's signature to such replies. Any mail so opened that does not relate to the programs or services hereunder or which relates personally to Talent, will be forwarded to Talent. In the event Talent withholds consent regarding mail, Talent shall reply, or forward such mail to Company to reply, in a timely and appropriate manner.

4. Exclusivity.
(a) If Talent is a staff employee, Talent recognizes that, unless otherwise specified, the employment hereunder is a full-time employment and that Talent's other activities must be such as never to cast doubt on the fairness or objectivity of Company or reflect unfavorably upon Talent or Company. Accordingly, during the period of Talent's staff employment by Company: (i) Talent will render services exclusively to and for Company and Talent will not render any services to others, or on Talent's own behalf, directly or indirectly, in any capacity or medium now known or hereafter discovered (including, without limitation, granting rights to use Talent's name, likeness, voice and the like, or to use any performance or other services which Talent rendered for others prior to this agreement); (ii) Talent shall not negotiate concerning such services with other
than Company prior to the expiration of the term hereof, except as may be expressly provided herein; and (iii) any and all of Talent’s business or public activities shall be subject to Company’s prior approval, after disclosure by Talent of full details with respect thereto, but in no event shall any such activities interfere with Talent’s obligations to Company.

(b) If, on the other hand, Talent is a non-staff, freelance employee, Talent agrees that Talent’s activities must be such as never to cast doubt on the fairness or objectivity of Company or reflect unfavorably upon Talent or Company. Accordingly, during the period of Talent’s freelance employment by Company, any business or public activities of Talent which a reasonable person might think could conflict with such Policies and Guidelines or create a possible conflict of interest shall be subject to Company’s prior approval, not to be unreasonably withheld, after disclosure by Talent of full details with respect thereto, only for the limited purpose of ensuring that the provisions of this paragraph and Company’s News Policies and Guidelines are not compromised or violated and to preclude any possible conflict of Interest. In no event shall any such activities interfere with Talent’s obligations to Company.

5. Merchandising.
Company shall have the exclusive merchandising and commercial tie-up rights in connection with any television, sound radio or new media materials produced hereunder, or any part thereof, including materials which incorporate Talent’s name, sobriquet, approved biography, picture, portrait, voice, performance, caricature and likeness in connection with Talent’s duties hereunder.

6. Failure to Perform.
(a) This agreement shall terminate automatically on the death of Talent.

(b) This Agreement and Talent’s performance of services hereunder is expressly subject to Company’s policies concerning medical disability, short-term sickness, or injury and applicable law and provides Talent with no greater rights than such policies with respect to the subject matter covered by such policies.

(c) If Talent falls or refuses to perform Talent’s obligations under this agreement for any reason other than an injury, illness or condition covered by Company’s policies concerning medical disability, short-term sickness, or injury, Company shall have the right to suspend its obligation to pay Talent during the period of such failure or refusal to perform and Company may, but shall not be obligated to, extend the term of this Agreement for a period equal to all or any part of the period or aggregate of periods of such suspension. Company may exercise any or all of such rights at any time during the continuance of such any refusal of Talent to perform services hereunder up until the scheduled end date of this agreement; and Company may also terminate this agreement, whether or not it has previously exercised any of the rights specific herein.

(d) If Talent performs services on-air and suffers any infirmity which materializes from Talent’s appearance or voice and such infirmity exists for a period in excess of four (4) weeks, Company may thereafter terminate this agreement by written notice to Talent.

(e) Company may terminate this agreement in the event of Talent’s breach of any material representation, warranty, term or condition of this agreement; provided, however, that prior to any termination under this provision, Company will provide Talent with written notice setting forth the elements of the breach and give Talent the opportunity to cure the breach, if such cure is timely and possible, to the satisfaction of Company.

7. Public Morals, etc.
If Talent commits any act or becomes involved in any situation, or occurrence, which brings Talent into public disrepute, contempt, scandal or ridicule, or which justifiably shocks, insults or offends a significant portion of the community, or if publicity is given to any such conduct, commission or involvement on the part of Talent which occurred previously, Company shall have the right to terminate this agreement within a reasonable period of time after Company actually learns of such act, situation or occurrence.

In the event that, due to labor disputes, government regulations, or because of the failure of telecasting facilities due to war or other calamity, or because of other conditions beyond Company’s control (all collectively referred to as “force majeure”), Company is unable to fully utilize Talent’s services for a period in excess of two (2) consecutive weeks, Company shall have the right to suspend Talent’s services for the remainder of the duration of such force majeure,
or for any part thereof, and no compensation will be paid or accrued to Talent during any such period of suspension; provided that such suspension shall end as soon as such force majeure terminates. When, in the aggregate, suspensions pursuant to this paragraph during the term of this agreement exceed four (4) weeks in duration, Company shall either reinstate Company's continuous obligation to pay Talent pursuant to this agreement, on a non-retroactive basis, or terminate this agreement.

9. Effect of Termination or Suspension.
Termination or suspension of this agreement shall not affect Company's and Talent's respective rights and obligations hereunder with respect to any services that Talent has theretofore performed. Use of Talent's services by Company after termination of this agreement, whether or not in the same or similar capacity or programs, shall not be deemed a reinstatement of this agreement without the written agreement thereto by both Company and Talent. For any termination, other than for cause, Company shall pay Talent for any accrued, but unpaid, compensation, including unused vacation and any vested benefits in accordance with Company's benefit plan(s) and unreimbursed authorized expenses.

10. Travel and Other Expenses.
(a) Company shall reimburse Talent for reasonable and authorized out-of-pocket expenses actually and necessarily incurred in the performance of Talent's assigned duties, in accordance with Company policies and procedures.

(b) Except as may otherwise be provided herein, all travel shall be in accordance with Company's prevailing policies.

11. Payments.
All payments to Talent hereunder are subject to deductions and withholding required or authorized by law. Even if expressed in annualized figures, Talent's base compensation shall be paid, as required, in bi-weekly amounts (unless otherwise specified) during the term unless the term is suspended as permitted hereunder. If pursuant to legal process and upon notice to Talent, Company is ordered to make any payment due Talent hereunder to some person other than Talent, payment in accordance with such legal process shall discharge Company's payment obligations to Talent hereunder. Talent affirms that the sums payable to Talent hereunder include all fees and commissions and Talent agrees to indemnify Company against any claims for fees or commissions by an agent or representative of Talent or by any other person or entity with respect to this agreement.

12. Warranties and Representations.
Talent represents and warrants that:

(a) Talent has the right to enter into this agreement and to grant the rights herein granted, that Talent neither has made nor will make any contractual or other commitments which would conflict with the performance of Talent's obligations hereunder or the full enjoyment by Company of the rights herein granted and that Talent will neither do acts nor enter into commitments in derogation of the rights granted hereby;

(b) Talent is a citizen of the U.S. or an alien qualified to work in the U.S. in the capacity set out in this agreement;

(c) Talent has attained the age of majority in the jurisdiction in which Talent will perform services hereunder. However, if Talent is a minor, the approval of Talent's legal guardian to the terms of this agreement is required and is hereby given; and

(d) All material created by Talent hereunder shall be Talent's original work and that Company's use thereof shall not infringe upon or violate the rights of any person or entity.

13. Indemnities.
Company shall defend, indemnify and hold harmless Talent from and against any and all liability, actions, claims, demands, loss, expense or damage (including reasonable attorneys' fees) caused by or arising out of any action, performance or utterance by Talent on or in connection with any program or services hereunder, provided that such action, performance or utterance by Talent was of or with respect to material furnished by Company or was done by Talent under Company's direction, supervision and control and done in the course of Talent's duties to Company under this agreement or was otherwise authorized by Company; except, however, Company's indemnity shall not apply with respect to matters where Talent has been grossly negligent or intentionally violated the rights of Company or of any third party unless at the direction of Company, or where Talent fails to cooperate fully with Company in the Company's defense of
any claim, demand or action. In such case where Talent's unauthorized action, utterance or use of unauthorized materials causes Company to incur liability or costs or where Talent has been grossly negligent or intentionally violated the rights of Company or of any third party unless at the direction of Company, Talent shall defend, indemnify and hold harmless Company, its parent, subsidiary and affiliated entities, and their respective officers, directors, agents and employees, the stations and other licensees using or presenting the programs hereunder, any other entity authorized by Company to use the materials produced hereunder, any sponsor of said materials and its advertising agency, and their respective officers, directors, agents and employees, from and against any and all liability, actions, claims, demands, loss, expense or damage (including reasonable attorneys’ fees). During the period of Talent's employment with Company and thereafter, Talent agrees to cooperate fully with Company in Company's participation in any administrative, judicial or other legal or quasi-legal proceeding.

14. Unique services, relief.
It is agreed that the services and material (if any) to be furnished by Talent and the rights granted by Talent hereunder are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be adequately or reasonably compensated by damages in an action at law and that Talent's failure to perform Talent's obligations hereunder will cause Company irreparable injury and damage. Company shall, in the event of Talent's actual, attempted or threatened derogation of Talent's obligations hereunder, be entitled to seek and obtain injunctive or other equitable relief against Talent in a forum of competent jurisdiction with prior notice to Talent and hearing to prevent Talent's failing to perform hereunder or to prevent Talent's performing for others or granting such rights to others. Resort by Company to equitable relief, however, shall not be construed as a waiver by Company of any other rights Company may have against Talent for damages or otherwise.

15. Assignment.
Talent recognizes that Talent's services and the material, if any, to be furnished hereunder are of a unique, extraordinary, intellectual and personal character which gives them a peculiar value, and therefore agrees that this agreement may not be assigned by Talent; Talent agrees, however, that Company may assign this agreement or any part or parts of Company's rights herein, including without limitation, the right to have Talent perform the services specified herein, to a party controlling or acquiring Company, controlled by Company, under common control with Company or authorized to provide employment or payroll services to Company, provided that such assignment shall not relieve Company of its obligations hereunder.

16. Insurance.
Company may, at its own expense and in its own name or otherwise, apply and take out life, health, accident or other insurance covering Talent for any sum which Company may deem necessary to protect its interests hereunder. Talent shall have no right, title or interest in or to such insurance, but will, nevertheless, assist Company in procuring and maintaining the same by submitting to the customary medical, physical and other examinations and by giving such information and signing such applications, statements and other instruments as may reasonably be required by the insurance company or companies. Talent shall have the right, at Talent's option and sole expense, to have Talent's physician present at any such examinations.

17. First Negotiation and First Refusal.
(a) At Company's request at any time or times during the term, Talent shall negotiate in good faith with Company with respect to the terms and conditions for Talent's rendering services on behalf of Company subsequent to the term. Talent may not negotiate with others, unless and until, on the day thirty (30) days prior to the expiration of this agreement, Talent and Company have not reached an agreement under which Talent shall continue to provide services to Company subsequent to the term of this agreement.

(b) At no time prior to a date of one hundred and eighty (180) days subsequent to the term hereof or cessation of Talent's employment with Company, whichever comes later, may Talent furnish or agree to furnish to any other person, firm or corporation Talent's services in television, sound radio or new media, without giving Company the first opportunity to enter into an agreement with Talent therefor on terms and conditions at least as favorable to Company as those offered to Talent by any such other person, firm, or corporation (which Talent is willing to accept) or by Talent to such other person, firm, or corporation (which he/she, they or it is willing to accept). Company shall have
ten business (10) days from the date of receipt of written advice from Talent of any such offer (containing full details in regard thereto) in which to accept or reject same. Company shall be deemed to have accepted said offer by acceptance of the terms thereof reducible to a determinable amount of money. Talent shall not enter into any such agreement, and Company shall not be required to meet the provisions of any such offer, unless it has been reduced to writing, signed by the offeror, and delivered to Company with offeree's written acknowledgement of willingness to accept same. If Company rejects said offer or fails to accept the same within the time above specified, then and only shall Talent be free to furnish or agree to furnish such other person, firm, or corporation Talent's services in television, sound radio or new media. If Talent does not accept such offer, the terms hereof shall apply to any subsequent offer received by or made to Talent during the matching period specified above. Company's failure to accept shall not constitute a waiver of first refusal with respect to subsequent offers during the matching period specified above.

(c) Talent understands and agrees that, prior to the end of the term of this agreement or cessation of Talent's employment with Company, whichever comes later, Talent will not contract, offer to contract or negotiate with any third party concerning Talent's services (except as may be expressly permitted elsewhere in this agreement) or engage in any other conduct that is intended to or has the effect of circumventing Company's rights under this paragraph 17 or that is intended to or has the effect of interfering with Talent's ability to satisfy all of Talent's responsibilities or obligations under this paragraph 17.

Talent acknowledges and agrees that Company has invested substantial time and effort in assembling its present staff of personnel. Accordingly, during Talent's employment and for a period of eighteen (18) months following the later of: (i) the cessation of Talent's employment with Company; (ii) the period of any money payments made to Talent under any contract or personal services agreement; or (iii) the date of entry by a court of competent jurisdiction of a final judgment enforcing this paragraph, Talent will not directly or indirectly solicit, induce or attempt to solicit, or induce any employee (with the exception of those employed by Company primarily to perform personal services for Talent), exclusive consultants, exclusive contractors, or exclusive representatives of Company (or those of any of its affiliated entities) to leave employment, or otherwise stop working for, contracting with, or representing Company or any of its affiliated entities. Talent acknowledges that the enforcement of this paragraph is required for the fair and reasonable protection of the legitimate business interests of Company and that the restrictions on Talent's activities imposed by this paragraph are reasonable. Talent agrees that the remedy at law for any breach or threatened breach of the foregoing provisions will be inadequate and that Company, in addition to any remedy at law, shall be entitled to obtain appropriate injunctive relief (without the posting of any bond or security) in case of any such breach or threatened breach.

Talent understands that it is a Federal offense, unless disclosed to his or her employer or to the network prior to telecast, to:

(a) Give or agree to give any member of the production staff, anyone associated in any manner with the program, or any representative of the network any portion of Talent's compensation or anything else of value for arranging Talent's appearance on the program.

(b) Accept or agree to accept anything of value, other than Talent's regular compensation for services on the program to promote any product, service or venture on the air, or use any prepared material containing such a promotion where Talent knows the writer received consideration for it.

Talent shall notify Company immediately if any person attempts to induce Talent to do anything in violation of the foregoing or which is in any way dishonest.

Any notice hereunder shall be in writing and shall be given in person, by facsimile transmission, by certified or overnight express mail addressed to the respective addresses stated on the first page of this agreement or at such other address as may be specified in writing by the party to whom the notice is given, or if to Talent, Talent's address currently on file with Company. When a notice is given by mail or by facsimile transmission, the date of mailing
or facsimile transmission shall be deemed the date of giving such notice.

21. Separability and Reformation.
(a) If any tribunal of competent jurisdiction finds that any provision(s) of this agreement fails to conform to the law, any such provision(s) shall remain in effect but shall be reformed by such tribunal, by being amended, to the smallest possible extent, in order to conform.

(b) If any provision of this agreement cannot be reformed so that it does not violate or require either party to violate any applicable laws, to that extent such provision shall be of no effect. All other provisions of this agreement shall remain in full force and effect.

22. Rights Cumulative.
Each party's respective rights hereunder are cumulative, and the exercise of one right will not be deemed to preclude the exercise of any other rights; likewise, it is agreed that a party's rights hereunder are in addition to any other rights that party may have at law or in equity.

23. Waiver.
The waiver of any breach of this agreement shall not constitute a waiver of any subsequent breach. Any such waiver must be in writing to be effective.

24. Definitions.
The terms "television," "cablecast," telecast," or "broadcast" as used herein shall include, without limitation, all present and future forms of transmission of "live" or recorded sounds and images (black and white or color) through the air or by wire or by any other method or by any combination thereof, whether now known or hereafter discovered intended for any type and manner of reception (including without limitation community antennae and similar systems with or without fee) in any place whatsoever, whether for reception free or on subscription or other charge or fee or for reception at places where admission is charged, and shall include recordings of, or prepared for or in connection with, such transmissions, either in whole or in part, directly or indirectly, and shall include recordings of sounds and images for sale, rental or other form of distribution of copies of such recordings to the public for home or similar use. The terms "sound radio" or "sound radio broadcast", as used herein, shall include, without limitation, all present and future forms of transmission of "live" or recorded sounds through the air or by wire or by any other method or by any combination thereof, whether now known or hereafter discovered and shall include recordings of, prepared for or in connection with such transmissions, either in whole or in part, directly or indirectly. The terms "new media" and "interactive media" as used herein shall include, without limitation, all present and future forms of the dissemination and/or receipt of any kind of audiovisual content such as text, software, images and sounds by way of interactive television, the Internet, Intranets, Interact, on-line services, Bulletin Board Systems, cartridge or CD-ROM based video game systems, PC-based executions, kiosks, DVD, Dlxv, CD-I, CD HD, CD-ROM, CD-ROM-XA, 3DO, CD-Plus, CD-TV, Blu Ray, HD DVD or the like and any subset, format, enhancement or version thereof, whether now known or hereafter discovered.

25. Pre-Employment & Ongoing Requirements.
This agreement is contingent upon Talent's successful completion of all generally required pre-employment procedures, including, for staff employees, passing a drug screening test. The original and continuing effectiveness of this Agreement is contingent upon Talent remaining at all times, under applicable law, eligible to perform the services contracted for hereunder in the United States and/or any other location in which Talent may be required to perform services pursuant to this Agreement.