



[DATE]

VIA EMAIL

[PARTICIPANT EMAIL]

[PARTICIPANT ADDRESS]

Attn: [NAME OF INDIVIDUAL PARTICIPANT]

**RE: The CFC/eOne TV Adaptation Lab – Phase 1
“[PROJECT TITLE]” (the “Project”)**

Dear [NAME OF INDIVIDUAL PARTICIPANT]:

As part of the CFC/eOne TV Adaptation Lab (the “**Lab**”) being presented by Entertainment One Television Productions Ltd. (“eOne”) and the Canadian Film Centre (“CFC”), the Project named above (and more particularly described on Schedule “A” attached hereto), which you have submitted for consideration, has been selected as part of a short list of candidates to proceed to the pitch preparation phase (“**Phase 1**”) of the Lab. This letter sets forth the agreement (“**Agreement**”) between eOne and you (variously referred to herein as “**you**” or “**Artist**”) in connection with the Project.

1. **CONDITIONS PRECEDENT:** All of eOne’s obligations under this Agreement are expressly conditioned upon the following conditions precedent (“**Conditions Precedent**”): (a) eOne’s receipt of an original of this Agreement (including a fully completed Schedule “A”) fully signed by you; (b) compliance by you with all governmental requirements including, but not limited to, completing, signing and delivering to eOne all required tax and payroll forms (if and as applicable); and (c) eOne’s receipt and approval of the chain of title for the Project and any other underlying materials that are appropriate in eOne’s sole determination (including, for example, any publisher’s releases).
2. **OPTION/PURCHASE:**
 - a. **Option:** In consideration of the opportunity to pitch the Project and participate in the Lab, eOne shall have the exclusive and irrevocable option (the “**Option**”) to acquire all rights of every kind in perpetuity throughout the universe, including, but not limited to, all worldwide television, motion picture and analogous and allied rights and all copyright, for exploitation in and by any manner, media, devices, processes and technology, whether now known or hereafter devised (collectively, the “**Granted Rights**”), in and to the existing material comprising the Project more particularly described on Schedule “A” attached hereto and any and all existing related materials written and/or owned and controlled by Artist in connection with the Project (referred to herein collectively as the “**Concept**”) for a period (the “**Option Period**”) commencing on the date hereof and continuing until your successful completion of Phase 1 at which time you will be notified that either (i) you have not been selected to participate in the pilot script writing phase (“**Phase 2**”) of the Lab, in which case subparagraph c. below will apply, or (ii) you have been selected to participate in Phase 2, in which case subparagraph b. below will apply. It is currently anticipated that notifications with regards to Phase 2 will be provided by no later than March 1, 2016 or such other date at eOne’s and/or the CFC’s sole discretion.

For clarity, during the Option Period, Artist may continue to exploit the underlying property on which the Project is based in its original form or format. By way of example, if the Project is based on a stand-up

- routine, Artist may continue to publicly perform the stand-up routine, if the Project is based on a play, Artist may continue to permit performances of the play.
- b. Phase 2 Agreement: If the Project is selected as one of the finalists to participate in Phase 2, the parties will enter into separate agreements for your writing and producing services, substantially upon and subject to the terms and conditions set forth in the form of agreement attached hereto as Schedule “B”.
 - c. Negotiation of Terms if not Selected for Phase 2: If the Project is not selected to participate in Phase 2 of the Lab, the Option shall immediately and automatically terminate and neither party shall have any further obligation to the other with the exception that eOne shall have the first right of negotiation for a period of ninety (90) days from notification of the Phase 2 decision (the “**Negotiation Period**”) to acquire all or any of the Granted Rights in the Project on terms and conditions to be negotiated by the parties in good faith. For clarity, if, at the end of the Negotiation Period the parties have not concluded a binding agreement then eOne shall have no further rights in and to the Project or any further obligations to you hereunder.
3. **REPRESENTATIONS/WARRANTIES**: Artist warrants and represents that: (a) Artist has the full and sole right and authority to enter into this Agreement, to grant the rights granted hereunder; (b) Artist or the individual(s) named on Schedule “A” as Author(s) is or are the sole Author(s) of the Concept, which is wholly original to the parties so named; (c) to the best of Artist’s knowledge in the exercise of reasonable prudence, eOne’s use of the Concept will not infringe upon or violate any copyright, right of privacy, personal or common law right or other right of any person or company or constitute defamation of a person or company and there will be no encumbrances of any kind affecting the Concept or eOne’s exercise of its rights therein; (d) no litigation or claims exist with respect to the Concept or purport to question or adversely affect Artist’s rights or title as herein assigned or warranted; (e) the Concept is or may be protected by copyright throughout the world provided, however, that as to the title of the Concept, Artist warrants only that Artist has not by any act or omission, materially impaired eOne’s rights of exclusivity thereto; from the date hereof; (f) during any Option period hereunder, Artist will, at all times, be and remain the sole and exclusive owner of all of the rights in the Concept and all of the warranties and representations above are and shall remain true and correct and Artist shall not permit any of the rights granted hereunder to become materially impaired or encumbered; (g) the Concept has not been published in any place in the world and no registration relating to copyright protection thereof has been made; (h) there are no other commitments or agreements (nor will Artist enter into any commitments or agreements) which will materially interfere with the rights granted by Artist hereunder; and (i) Artist is and will remain until the completion of the Option Period (as may be extended in connection with Phase 2) and the rendition of any services in connection with the Project, a Canadian citizen as defined in the Citizenship Act (Canada) or permanent resident as defined in the Immigration and Refugee Protection Act (Canada).
4. **INDEMNIFICATION**:
- a. By Artist: Artist agrees to indemnify and hold harmless eOne, its subsidiaries, affiliates, parents and its and their successors, assigns, licensees, officers, directors and employees, from and against any and all third party claims, liabilities, losses, damages, costs, expenses (including reasonable outside attorneys’ fees), judgments and penalties arising out of, resulting from, based upon or incurred because of the breach by Artist of any agreement, representation or warranty made by Artist hereunder.
 - b. By eOne: eOne agrees to indemnify, defend and hold harmless Artist from and against any and all third party claims, liability, losses, damages, costs, expenses (including reasonable outside attorneys’ fees), judgments and penalties arising out of, resulting from, based upon or incurred because of materials specifically furnished by eOne for use by Artist hereunder.
5. **ADDITIONAL DOCUMENTS**: Artist agrees to duly execute, acknowledge and deliver, and/or procure the due execution, acknowledgement and delivery of, any and all further assignments and/or other instruments which, in eOne’s sole good faith judgment, eOne deems necessary or expedient to effectuate the purposes of this Agreement.
6. **MISCELLANEOUS**:

[Date]

“[Project title]”- CFC/eOne TV Adaptation Lab

Page 3

- a. Assignment & Lending: The Agreement is non-assignable by Artist. eOne may assign this Agreement, in whole or in part, or any of its rights, obligations, options, or privileges hereunder to any third party and this Agreement and any or all of said rights, options, privileges shall inure to the benefit of eOne, its licensees, successors and assigns.
- b. Publicity/Confidentiality: As between eOne and Artist, any publicity, paid advertisements, press notices or other information or materials with respect to this Agreement and any of the projects or terms referred to herein shall be under the sole control of eOne. Therefore, Artist shall not personally release, nor consent to or authorize any person or entity to release such information without the express prior written approval of eOne, other than non-derogatory incidental references for personal publicity.
- c. Notices: All notices and payments to Artist shall be sent to the above address (or, in the case of notices, to the above mailing address, facsimile number or e-mail address); it being understood and agreed that any date or time period which is or ends on a non-business day (i.e., Saturday, Sunday or industry holiday) shall be automatically extended to the next business day. All notices to eOne will be given in writing by personal delivery or by mail to the following address: 134 Peter Street, Suite 700, Toronto, ON M5V 2H2.
- d. Counterparts: This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may also be executed with facsimile signature, and each such facsimile signature is deemed an original.

7. **ENTIRE AGREEMENT**: The remaining terms of this Agreement incorporates eOne’s (or its successors’, licensees’ or assignee’s, as applicable) customary terms and conditions for agreements of this type (including, without limitation, those regarding payment, option exercise, mitigation, force majeure, incapacity, breach, default, suspension, and termination, etc.) If the Project is ordered to Pilot and/or Series, it is the intent of the parties to execute eOne’s standard writing and services agreements, the terms of which shall be subject to such changes thereto, if any, as eOne usually makes in contracts with persons of Artist’s stature in the television industry at the time of this Agreement. Until such time, this agreement constitutes the understanding of the parties unless and until a long form agreement is executed.

AGREED & ACCEPTED:

Entertainment One Television Productions Ltd.
 (“eOne”)

_____ (“Artist”)

Name:

Address:

Telephone:

Email:

By: _____

Its: _____

[Date]

“[Project title]”- CFC/eOne TV Adaptation Lab

Page 4

Schedule “A”

**Description of Concept
(i.e. Project’s Existing Materials)**

1. **Author(s)** (i.e. names of all persons who have created or contributed to the Concept):
2. **Detailed Description of Concept:**
3. **List any legal agreements related to Concept:**
4. **List any other parties involved with the Concept:**
5. **Questions related to Concept:**
 - a. **Did the Author(s) create the Concept?** (i.e. is it wholly original)
 - b. **Is the Concept based on other material, in whole or in part?**
 - c. **Does the Concept contain a depiction of:**
 - i. **Any living person?**
 - ii. **Any dead person?**
 - iii. **Actual events or places?**

[Date]

“**[Project title]**”- CFC/eOne TV Adaptation Lab

Page 5

Schedule “B”

Please see Phase 2 Agreement attached