



[DATE]

VIA EMAIL

[PARTICIPANT EMAIL]

[PARTICIPANT ADDRESS]

Attn: [NAME OF INDIVIDUAL PARTICIPANT]

**RE: The CFC/eOne TV Adaptation Lab – Phase 2
“[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**”), and further to the option agreement entered into by you and eOne with respect to the Project named above (the “**Phase 1 Agreement**”), your Project has been selected as part of a short list of candidates to proceed to the pilot script writing phase (“**Phase 2**”) of the Lab. This letter sets forth the basic terms of agreement (“**Agreement**”) between eOne and you (variously referred to herein as “**you**” or “**Artist**”) in connection with the Project which supplements the Phase 1 Agreement (all capitalized terms used herein and not defined shall have the meanings set forth in the Phase 1 Agreement).

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, without limitation, all attachments) fully signed by you; (b) eOne’s receipt of an original of the Phase 1 Agreement fully signed by you; (c) eOne’s receipt of an original of the Standard WGC Writer’s Agreement fully signed by you; (d) 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 (e) 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 Extension:** In consideration of the opportunity to further develop the Project and participate in Phase 2 of the Lab, the Option Period shall be extended for a further twenty-four (24) months (the “**Extended Option Period**”). If development funding is sought from the Canada Media Fund (the “**CMF**”) the Extended Option Period shall be automatically extended for such time as necessary to comply with the minimum requirements of the CMF. Notwithstanding the foregoing, if eOne is in active negotiations for the development, production, and/or financing of the Project with a broadcaster at the time the Extended Option Period, is due to expire, then the Extended Option Period, shall be automatically extended further until such negotiations are completed or terminated, but in any event no more than ninety (90) days.
 - b. **Option Exercise/Grant of Rights:** The Option shall be exercisable by eOne by written notice to Artist prior to expiry of the Extended Option Period and by payment of an amount equal to Five Thousand Dollars (\$5,000) (the “**Purchase Price**”), which shall be treated as an advance against any Royalties due under Paragraph 10 below. Upon exercise of the Option, Artist hereby irrevocably grants and assigns to eOne and its successors and assigns all of the Granted Rights, excluding only the Reserved Rights

described below. Whether or not eOne serves such notice, commencement of taping or principal photography on any pilot based on the Pilot Script (“**Pilot**”) or a series based on the Pilot Script (if there is no stand-alone Pilot ordered) (“**Series**”) shall be deemed to be exercise of the Option and shall automatically constitute proper notice thereof.

- c. Reserved Rights: “Reserved Rights” shall mean the following: [insert as appropriate]

[FOR PUBLISHED WORKS - Publication Rights/FOR PLAYS, STAND-UP COMEDY ROUTINES - Legitimate Stage Rights/FOR PUBLISHED WORKS OR PLAYS Author-Written Sequel Rights/] Artist shall not use any material from any Series produced by eOne pursuant to the Granted Rights in connection with Artist’s exercise of the Reserved Rights without the prior written consent of eOne in each instance.

3. **DEVELOPMENT SERVICES:**

a. Pilot Script: If the Project is selected to participate in Phase 2, Artist will be engaged to write a pilot script for the Project (“**Pilot Script**”) for a fee equal to applicable scale under the Writers Guild of Canada (“**WGC**”) Independent Production Agreement (“**WGC IPA**”). In connection with the Pilot Script, Artist agrees to execute eOne’s standard Writer’s Agreement incorporating the terms set forth herein (and including, without limitation, a right of termination), the form of which is attached hereto as Exhibit “B1”.

b. Additional Writing Services: eOne shall have the right to require Artist to perform additional rewrites, polishes and/or additional scripts for compensation at the applicable WGC scale rate.

c. Series Overview/Mini-Bible: eOne shall have the right to require Artist to write a series overview (“**Series Overview**”), for a fee of Two Thousand Five Hundred Dollars (\$2,500).

d. Development/First Priority Services: Artist agrees to comply with all script or other writing delivery dates of which Artist is advised as may be reasonably determined by eOne or required by any broadcaster. Artist’s Pilot Script and other development services shall be rendered on a non-exclusive, first-priority basis provided that services for any third parties or on Artist’s own account shall not materially interfere with the services required hereunder.

4. **PILOT PRODUCING SERVICES/FEES:** If a Pilot is produced based on the Pilot Script and Artist is the sole writer thereof, Artist shall be engaged as a [_____Producer], for a fee (“**Pilot Producing Fee**”) of _____, for a one-hour Pilot, or _____, for a half-hour Pilot. If the Pilot Script is not written solely by Artist, Artist’s engagement shall be at eOne’s option. The Pilot Producing Fee will be reduced by 50% if a “presentation” is produced in lieu of a Pilot. Subject to satisfaction of the Conditions Precedent and to the other terms and conditions hereof, the Pilot Producing Fee shall be payable as follows: ¼ promptly following commencement of Pilot pre-production, ¼ promptly following commencement of Pilot production, ¼ promptly following completion of Pilot production, and ¼ promptly following delivery of the Pilot to the network.

5. **SERIES SERVICES/FEES:**

a. Series Services: If a Series is produced based on the Pilot, and Artist is the sole writer of the Pilot Script, Artist shall be engaged as _____ Producer, for each original episode produced as part of the first Series production year (“**Year 1**”) for a fee of _____, for a one-hour Series, or _____, for a half-hour Series. If Shared Credit (as defined in Paragraph 8 below) applies, eOne shall have an option to engage Artist for the above fees. If Artist completes all required services on Year 1 (i.e. Artist is not “pay-or-played” off), for the second Series production year (“**Year 2**”) Artist’s fee shall be increased by four percent (4%).

b. Consultant: If Artist completes all required [_____Producer] services for two (2) full Series production years, Artist shall be locked as a non-exclusive Consultant to the Series for a number of production years equal to the number of production years for which Artist completed all [_____Producer] services at a fee equal to fifty percent (50%) of the above fees most recently paid to Artist for the immediately prior production year. In any event, Artist shall not be entitled to be a Consultant for more than two (2) years.

6. **COMPENSATION:** The fees set forth herein cover Artist’s services for the entire work period, including holidays, Saturdays and Sundays, unless otherwise specified in this Agreement. No additional compensation shall be paid for incidental services unless specifically required by the WGC. If so required, the additional compensation shall be paid at minimum guild rates. All episodic compensation payable hereunder shall be advanced to Artist in accordance with eOne’s then usual practices and policies.
7. **SERVICES/EXCLUSIVITY:**
 - a. **Producer Services:** [_____Producer] services shall be full-time, in-person and exclusive (as set forth below) services normally and customarily rendered by first class network or cable prime-time television series executive producers in the U.S. and Canadian television industry consistent with the highest standards.
 - b. **Exclusivity:** Artist’s services shall be (i) exclusive to eOne in television and series programming (including pilot and presentation programming and other episodic programming, including that for new/digital media) and (ii) rendered on a full-time, in person and exclusive basis (as set forth in subparagraph a. above) at all times (with respect to both (i) and (ii) above) during the term of Artist’s engagement to render [_____Producer] services hereunder, including without limitation during Pilot production (including pre-production and post production) and Series production (including pre-production and post production, as well as the period between applicable Series years). Notwithstanding the foregoing and subject to licensee approval, Artist may (i) render services for third parties outside of production periods, subject to Artist’s exclusivity in television and series programming as set forth above, and (ii) develop pilot scripts or features; provided all such services do not interfere with Artist’s services hereunder, which shall remain in first position.
 - c. **Consultant Services:** Consultant services shall be non-exclusive, meaningful, part-time services, which need not be rendered in-person except as to important eOne and network meetings, key story meetings and first table readings, but must include reviewing stories and scripts and submitting meaningful written comments thereon and Artist must be reasonably available for consultation generally in connection with the Series. Because the fee for Consultant services is not a passive payment, if Artist is unable or unwilling to render material Consultant services, there shall be no further employment obligation to Artist with respect to the Pilot and/or Series. If and as required, Artist’s services hereunder shall include services in connection with promotional and other similar added-value or enhanced material (including, without limitation, writing services for derivative new media productions). All services hereunder shall be performed consistent with eOne’s directions, practices and policies, shall commence on such date(s) as eOne designates in its sole discretion and be subject to all applicable regulatory and guild approval.
8. **CREDIT DEFINITIONS:**
 - a. “Sole Credit” shall mean that Artist is accorded sole “written by” credit on the Pilot Script.
 - b. “Shared Credit” shall mean that Artist shares said “written by” credit with another individual, or, if such credit is unavailable due to underlying material. If Artist shares any “teleplay by” credit with another individual.
9. **SERIES SALE BONUS:** For Sole Credit, Artist shall receive a Series Sale Bonus of _____, for a one-hour Series, or _____, for a half-hour Series reducible, on a dollar-for-dollar basis, by any series sale bonus payable to other credited writers to a minimum of fifty percent (50%) for Shared Credit. The series sale bonus is based on production and broadcast of twelve (12) episodes (excluding any pilots/presentations) during Year 1 and reduced proportionately if fewer episodes are produced and broadcast during Year 1, except that no Series Sale Bonus shall be payable if fewer than six (6) episodes (excluding any pilots/presentations) are produced and broadcast during Year 1.
10. **ROYALTY:** For Sole Credit, for each original Series episode produced (excluding any pilots/presentations), _____, for a one-hour Series, or _____, for a half-hour Series; reducible, on a dollar-for-dollar basis, by any royalties payable to other credited writers to a minimum of fifty percent (50%) for Shared

Credit. These royalties shall be credited against, and payable at the same time as, any corresponding compensation payable pursuant to Article B113 of the WGC IPA, and vice versa.

11. CONTINGENT COMPENSATION:

- a.** MAGR: For Sole Credit, ___% of 100% of Defined Modified Adjusted Gross Receipts (“**MAGR**”), reducible, on a dollar-for-dollar basis, by contingent compensation (however denominated) payable to all third parties to ___% of 100% of MAGR, further reducible, on a dollar for dollar basis, by contingent compensation (however denominated) payable to other credited writers to a minimum of ___% of 100% of MAGR for Shared Credit.
- b.** Vesting:
 - i.** 25% upon Artist’s completion of all services on the Pilot Script;
 - ii.** 25% upon completion of all [_____Producer] services on the Pilot;
 - iii.** 25% upon completion of all [_____Producer] services for Year 1; and,
 - iv.** 25% upon completion of all [_____Producer] services with respect to Year 2.

Definition: Artist’s MAGR shall be computed, determined and paid pursuant to eOne’s standard definition of MAGR, subject only to those changes as may be mutually agreed upon in writing following good faith negotiation within eOne’s usual parameters for persons of Artist’s stature as of the date of this Agreement.

12. CREDIT:

- a.** Writing Credit: Artist shall be accorded writing credit in accordance with final WGC determination.
- b.** Created by Credit: For Sole Credit, Artist shall be accorded a “Created by” credit on each episode produced (including any Pilot).
- c.** [_____Producer] Credit: With respect to the Pilot (if telecast) and each episode for which Artist renders and fully completes all of Artist’s services as a [_____Producer], Artist shall be accorded credit as a _____ Producer on a separate card in the main/opening titles (or in the end titles, if there are no main/opening titles or if other [_____Producer] credits are accorded in the end titles).
- d.** Consultant Credit: With respect to each episode of the Series for which Artist renders and fully completes all of Artist’s services as an Consultant, Artist shall be accorded credit as a Consultant.

All other aspects of credit shall be at eOne’s sole discretion. All credits shall be subject to the approval of the applicable broadcaster(s) (or other licensee(s)), as well as applicable regulatory approval and any applicable collective bargaining provisions. No casual or inadvertent failure to accord credit as specified in this Paragraph shall be deemed to be a breach of the Agreement or entitle Artist terminate this Agreement or to injunctive relief.

- 13. PAY-OR-PLAY:** Nothing herein shall require eOne to use the services of Artist in any manner. Without limiting the foregoing, it is understood and agreed that eOne shall have no obligation to produce, complete, release, distribute, advertise or exploit any television program or series, and Artist agrees not to make any claims or bring any actions or proceedings against eOne for any loss or damage Artist may suffer by reason of such failure to produce, complete, release, distribute, advertise or exploit any such television program or series. Artist may be discharged at any time without cause subject only to eOne’s obligation to pay the balance of any fixed compensation (including fees, royalties and bonus(es) if and to the extent earned pursuant to this Agreement) and contingent compensation (if and to the extent vested pursuant to Paragraph 11 b. above) which may be due Artist under this Agreement (subject to eOne’s rights in the event of default, disability or events of force majeure). In addition, (i) the parties’ indemnification obligations shall survive; and (ii) Artist shall receive credit for any services rendered hereunder as required by the WGC. If eOne exercises its pay-or-play rights, then any compensation earned by Artist in the television industry during the period that eOne could have required Artist to render services under this Agreement shall reduce eOne’s obligation to pay Artist

compensation hereunder. If eOne exercises its pay-or-play rights, Artist shall immediately notify eOne in writing of any such compensation earned by Artist in the television industry.

14. **GUILD:** It is intended that the Project will be produced in Canada, therefore, all script writing services will be rendered under the jurisdiction of the WGC. Accordingly, all script writing fees will be subject to the administration fee, insurance and retirement payments and deductions, and WGC dues and deductions set out in Articles A12 and A13 of the WGC IPA. If you declare that you do not wish to become a member of the WGC for reasons of conscience, eOne will acknowledge such declaration and engage you in accordance with the non-member obligations set forth under Article A105 of the WGC IPA. Regardless of whether you are a member of the WGC, your script writing services will be rendered pursuant to the terms and conditions of the WGC IPA. In the event eOne engages Artist, at eOne’s sole discretion, to write one or more original format(s), story(ies) or teleplay(s) in connection with the production of the Series, such services shall be contracted separately and with a right of termination pursuant to eOne’s standard writer agreement for the minimum amount required by the WGC IPA. The script and stages thereof will be subject to approval by eOne.
15. **OWNERSHIP:** Subject only to the terms of any applicable guild agreement, Artist acknowledges that any and all portions of Artist’s services, contributions, procedures and ideas, including, without limitation, titles, subtitles, plots, themes, notes, and/or any other results or creations, originated, prepared, suggested or devised by Artist hereunder, rendered pursuant to this Agreement, and/or created in connection with the Project at any time, and all results and proceeds therefrom, including any and all copyright, trademark or other exclusive rights pertaining thereto and all extensions and renewals thereof, in all media, whether now known or hereafter developed, throughout the universe, in all languages, in perpetuity (or expiration of copyright in the Project, whichever is sooner) (collectively, the “**Materials**”), shall constitute “work made for hire” (known as a “work made in the course of employment” in Canada) specifically ordered or commissioned by eOne and shall remain without limitation the sole and exclusive property of the eOne. Subject to the terms of any applicable guild agreement, to the extent, if any, that Artist retains any interest in the Materials, and except as expressly set forth herein, and/or to the extent, if any, that the Materials may ever be determined by a court of competent jurisdiction not to be a “work made in the course of employment” or a “work made for hire,” as applicable, Artist hereby irrevocably and exclusively assigns and/or grants to eOne, in consideration for the compensation provided hereunder, all right, title, and interest in and to the Materials. eOne shall have the unlimited right to change, alter, add to and/or delete from the Materials and Artist hereby waives the benefits of any provision of law known as “Droit Moral” or “moral rights”, including, without limitation, any rights pursuant to Section 14.1 of the Copyright Act of Canada or any other similar legislation. Without limiting the foregoing, Artist agrees not to institute, support, maintain, or authorize any action or lawsuit based, in whole or in part, on any purported violation of any such law. Any termination of this Agreement shall not affect eOne’s ownership of the Materials or alter any of the eOne’s rights and privileges or any of Artist’s warranties or undertakings in connection therewith.
16. **DISTRIBUTION CONTROLS:** eOne shall have complete, exclusive and unqualified discretion and control as to the time, manner, and terms of its distribution, exhibition and exploitation of each Series episode (including the Pilot) or aspects thereof, separately or in connection with other programs, in accordance with such policies, terms and conditions and through such parties as eOne in its business judgment may in good faith determine are consistent with business policy and proper or expedient and the decision of eOne in all such matters shall be binding and conclusive upon Artist. eOne makes no express or implied warranty or representation as to the manner or extent of any distribution or exploitation of each Series episode (including the Pilot) or aspects thereof, nor the amount of money to be derived from the distribution, exhibition and exploitation of each Series episode (including the Pilot) or aspects thereof, nor as to any maximum or minimum amount of such monies to be expended in connection therewith. eOne does not guarantee the performance by any subdistributor, licensee or exhibitor, of any contract regarding the distribution and exploitation of each Series episode (including the Pilot) or aspects thereof.
17. **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 and to provide the services herein; (b) Artist will be the sole author of all Materials created or suggested by Artist hereunder, all of which will be wholly original to Artist (excluding only material that is in the public domain in all countries of the world and any material provided to Artist by eOne); (c) to the best of Artist’s knowledge in the exercise of

reasonable prudence, eOne’s use of the Materials 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 Material or eOne’s exercise of its rights therein; and (d) there are no other commitments or agreements (nor will Artist enter into any commitments or agreements) which will materially interfere with Artist’s services to be rendered for eOne hereunder; and (e) Artist is and will remain until the completion of the Services a Canadian citizen as defined in the Citizenship Act (Canada) or permanent resident as defined in the Immigration and Refugee Protection Act (Canada) and Artist’s CAVCO Personnel Number is _____; (f) Artist was, or will be, a resident of Ontario on December 31st of the two years immediately preceding the year in which principal photography of the Series began or begins.

18. **REVERSION/TURNAROUND:** If (i) eOne exercises the Option and decides not to produce any production of any kind based on the Granted Rights, or (ii) a production has not commenced within a period of five (5) years from the date on which the Option is exercised, or (iii) the Option expires; then, upon written request from Artist, eOne shall quitclaim its rights in and to the Concept to Artist and shall grant Artist a turnaround right to develop the Concept in accordance with eOne’s standard Turnaround Agreement.

19. **INDEMNIFICATION:**

a. **By Artist:** Artist agrees to indemnify and hold harmless eOne, its subsidiaries, affiliates, parents and all 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 (i) the breach by Artist of any agreement, representation or warranty made by Artist hereunder and (ii) any gross negligence, intentionally tortious or reckless acts or omissions committed by Artist while providing Pilot or Series services (except for negligence, excluding gross negligence as set forth above, or as otherwise required by law).

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.

20. **ADDITIONAL DOCUMENTS:** Concurrently with the execution of this Agreement, Artist shall execute the Short Form Option (attached hereto as Exhibit “B2”). Artist will also execute the Short Form Assignment (attached hereto as Exhibit “B3”) which is attached hereto, which is undated, and it is agreed that if eOne shall exercise the Option in accordance with Paragraph 2 then the signature of Artist to said Short Form Assignment shall be deemed to be effective and said Short Form Assignment shall constitute a valid and binding agreement and assignment and shall be deemed to have been executed and shall be deemed to be effective as of the date of exercise of the Option, and eOne is hereby authorized and empowered to date such instrument accordingly. If eOne does not exercise the Option, eOne shall promptly return all copies of such Short Form Assignment to Artist. In addition, Artist appoints eOne as Artist’s true and lawful attorney, irrevocably and coupled with an interest, but for eOne’s sole benefit, to: (a) execute and deliver on Artist’s behalf, and in Artist’s name(s), such documents as eOne may reasonably require to effectuate the purposes of this Agreement (including, but not limited to, to renew or extend the copyright in Artist’s name or otherwise, and, upon the obtaining of any such renewal or extension, to assign the same to eOne) after providing Artist with a reasonable opportunity (not to exceed ten (10) days) to do so and to negotiate the form of each such document in good faith; and (b) to institute and prosecute such proceedings as eOne may deem expedient, in eOne’s own name and/or Artist’s name, to protect the rights herein granted, or to effect recovery by eOne of damages and/or penalties for infringement (whether past or future) of said rights, and to secure to eOne the full benefit of all rights herein granted. Notwithstanding the preceding, 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 after providing Artist with a reasonable opportunity (not to exceed ten (10) days) to do so and to negotiate the form of each such further assignment and/or instrument in good faith. eOne shall provide Artist with copies of such documents so executed; provided that an inadvertent failure to do so shall not be deemed a breach of this Agreement.

21. **MISCELLANEOUS:**

- 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. eOne shall have the right to lend Artist’s services hereunder to any subsidiary or affiliated entities, or any motion picture production entity, provided such production entity shall have granted to eOne the right to distribute the Pilot and/or Series. No such lending of Artist’s services shall relieve eOne of its obligations hereunder.
- b. **eOne Disability:** If eOne’s normal production operations are materially hampered or otherwise materially interfered with by reason of any event of Force Majeure and/or by virtue of any disruptive events (including, but not limited to, a labor dispute) (“**eOne Disability**”), then eOne shall have the right at any time upon written notice to Artist to terminate this Agreement and/or postpone the commencement of or suspend all or some of the rendition of services by Artist and the running of time hereunder for such time as the eOne Disability shall continue.
- c. **eOne:** In the event that eOne’s assignee, designee or successor-in-interest produces the Pilot and/or Series in lieu of eOne, all references in this Agreement to eOne shall be deemed references to said assignee, designee or successor-in-interest.
- d. **CAVCO:** In the event eOne produces the Project so as to qualify as a Canadian film or video production pursuant to the rules of the Canadian Audio-Visual Certification Office (“**CAVCO**”), this Agreement shall be subject to CAVCO rules, regulations and restrictions (collectively, the “**CAVCO Rules**”), and Artist shall comply with all applicable CAVCO Rules and shall sign all documentation reasonably required by eOne in connection therewith.
- e. **Currency:** All amounts set forth herein are expressed in Canadian dollars.
- f. **Licensee Approval:** All financial terms set forth herein shall be subject to licensee approval.
- g. **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. Personal photography and/or video of cast, crew or the sets (and the posting (including, without limitation, the posting on any social media site) of any such photographs and/or video) is strictly prohibited without the prior written permission of eOne’s publicity department.
- h. **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.
- i. **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.

22. **ENTIRE AGREEMENT:** The remaining terms of this Agreement are eOne’s standard terms and conditions, which are attached hereto and incorporated herein by this reference, which constitutes the entire agreement between the parties and shall replace and supersede all prior arrangements and representations as to

[Date]

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

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the subject matter hereof, and cannot be modified or amended except by written consent of eOne and Artist. 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.

AGREED & ACCEPTED:

_____ (“**Artist**”)

Entertainment One Television Productions Ltd. (“**eOne**”)

By: _____

Its: _____

[Date]

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

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Exhibit “B1”
eOne’s Standard Writers Agreement

STANDARD WGC WRITER’S AGREEMENT

Name of Production: _____

Name of Episode (if applicable): _____

Date: _____

Producer: _____

Address: _____

Writer’s Loan out Company (if applicable): _____

Writer: _____ WGC Number: _____

Address: _____ HST No: _____

If writing as a team:

Writer’s Loan out Company (if applicable): _____

Writer: _____ WGC Number: _____

Address: _____ HST No: _____

Type of Program: _____ Broadcast Length: _____

Contracted Under Article: _____

Tentative Credit: _____

Literary Material contracted for: _____ Script Fee: _____
(which Script Fee is an advance against any Production Fee)

Based on material supplied by Producer: No Yes

Specify: _____

Writers previously engaged on the Production:

Overscale amounts payable when: _____

[Date]

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Cheques shall be made payable to:

Delivery dates - on or before:

| | | | |
|--------|-------|----------------|-------|
| Stage: | _____ | Delivery Date: | _____ |
| Stage: | _____ | Delivery Date: | _____ |
| Stage: | _____ | Delivery Date: | _____ |
| Stage: | _____ | Delivery Date: | _____ |

To be agreed upon:

1. This agreement is subject to the terms of the current WGC Independent Production Agreement ("IPA"). All the terms of the IPA shall be deemed to be included herein, except where specific terms more beneficial to the Writer are included in this agreement in place of the relevant minimum terms in the IPA. If in any other respect any provisions of this agreement conflict with the terms and conditions of the IPA, then the IPA shall prevail, and in such event the conflicting provisions of this agreement shall be deemed to be modified to the extent necessary to cause it to conform to the terms and conditions of the IPA and, as modified, this agreement shall continue in full force and effect.

2. All additional terms must be attached as a rider hereto.

| | | |
|----------|---------------------------|---------------------------|
| Producer | Writer’s Loan-out Company | Writer’s Loan-out Company |
|----------|---------------------------|---------------------------|

| | | |
|------------|------------|------------|
| Per: _____ | Per: _____ | Per: _____ |
|------------|------------|------------|

| | | |
|---|-----------------|-----------------|
| _____ Writer (if no loan-out Company) | _____ Writer | _____ Writer |
|---|-----------------|-----------------|

[Date]

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

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Rider to Standard WGC Writers Agreement
Standard Additional Terms - Television Series

1. The Script shall be suitable for exhibition on television throughout North America.
2. The Writer shall consult regularly with the Producer or Producer's Representative, and if required, with the Director, and shall follow and incorporate into the Script their respective suggestions.
3. (a) The exclusive license granted to Producer herein shall include all rights necessary to produce, distribute, and exploit a production based on the Script, to translate the Script, to prepare and use excerpts and summaries of the Script not exceeding 750 words in length in all print media for the purpose of advertising and exploiting the said production, the right to use the Script's title, and the right to use Writer's name, likeness and biography in connection with the advertising, publicizing and exploitation of the said production.

(b) In addition to the foregoing, and in consideration of \$2.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Writer hereby grants to Producer the exclusive right, title and interest in and to all characters, concepts, formats, plots, etc. embodied in the Script for the purposes of enabling Producer to (i) produce and exploit one or more theatrical motion pictures (including remakes whether or not produced pursuant to a license of format rights, sequels, prequels, etc.), television productions (including series, mini-series, MOWs, etc.) and/or any other production (including interactive programs and video games) based on, adapted from and/or in any way related to the Script (a "Subsequent Production") and (ii) exploit all subsidiary, ancillary and allied rights, including without limitation all music and music publishing rights, soundtrack rights, format rights, merchandising rights, including without limitation, the exploitation and/or licensing of characters and other elements of the Script for all types of goods, services and theme park and other types of attractions, radio rights, stage rights, publication and novelization rights and all related promotional, marketing and advertising rights in connection with the Script; and (iii) the right to develop, produce, and exploit digital media based on the Script, without any further payments owing to Writer. In addition, subject to Article A708 of the IPA, Writer hereby grants to Producer all of Writer's entitlement, right, title and interest in and to any share of retransmission royalties, blank tape levies, and rental and lending royalties to which Writer is or may become entitled, for which the parties hereto agree that an allocation of 3.8% of the Script Fee shall constitute fair and equitable remuneration and consideration.

(c) The Writer agrees that in connection with the exercise of any and all rights granted to the Producer herein, Producer shall have unlimited rights, in any manner and to the extent Producer in its sole and uncontrolled discretion deems advisable, to vary, change, alter, interpolate, modify, add to and/or delete from the Script (and/or its component parts), in whole or in part and to change the sequence thereof and the characters and descriptions of the characters contained in the Script and to use a portion or portions of other literary, dramatic, musical or other material of any kind. Writer hereby waives the benefits of any provision of law known as the "droit moral" or any similar law in any country of the world and agrees not to institute, support, maintain or permit any action or lawsuit on the grounds that any production by the Producer, its assigns or licensees, in any way constitutes an infringement of any of the Writer's droit moral or is in any way a defamation or mutilation of the Script or any part thereof or contains unauthorized variations, alterations, modifications, changes or translations. Notwithstanding the foregoing, Writer shall be consulted in respect of proposed changes and modifications to the Script pursuant to and in conformity with the requirements of Article B110. Writer hereby consents to any change of the title of the Series and/or the title of the Episode which Writer writes, which Producer may decide to make.
4. (a) The Producer shall have the right of termination pursuant to Article B107.

(b) Producer shall have the right to proceed with any of the written material contracted herein in accordance with Article B108 with no further amounts owing to Writer other than Writer's appropriate share of the Production Fee and Distribution Royalty.

[Date]

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5. (a) The Production Fee for any portion of the budget in excess of \$13,000,000 shall be nil.

(b) Royalties payable pursuant to Article B113(a) shall be paid at the rate of 15%, and the royalty payable pursuant to Article B113(b) shall be 7.5% for each character to a maximum of 15%.

(c) As an alternative to Paragraph 5 (b) hereof, Producer wishes to use the Script as the basis of a Series, and wishes to acquire the license as provided for in Article B114 of the IPA by payment to Writer of 50% of the minimum Script Fee.

6. The Writer warrants that Writer is a Canadian citizen and resident of the Province of [Ontario], that Writer's CAVCO Personnel Number is [*], and that Writer has the full right, power and authority to enter into this agreement and to grant the rights granted herein.

7. The Writer will at no time without prior express approval of the Producer grant interviews, or discuss the Script with any persons when the Writer might reasonably be expected to believe that such interview or discussion might be conveyed to the public, other than incidental non-derogatory references for personal publicity.

8. Producer shall have no obligation to make, produce, or otherwise exploit any television program or motion picture based on Script in whole or in part, or otherwise exercise, exploit, or make use of any of the rights granted to the Producer, and hereby releases and holds the Producer free and harmless from any liability and loss or damage that the Writer may suffer by reason of the Producer's failure to do any of the foregoing.

9. Any rights or licenses granted herein shall not revert to Writer notwithstanding a production based on the Script is not commenced within seven years from the date of execution of this agreement.

10. If the Standard Agreement is with a loan-out company (“Company”), references to Writer herein shall mean Writer and/or Company, as the context requires. The Company and Writer represent, warrant and undertake to Producer that Company has full power and authority to enter into this agreement, to provide the services as stipulated herein, and Company represents, warrants and undertakes to Producer that Company is a taxable Canadian corporation, all the issued and outstanding shares of which are owned by Writer, that the principal activity of Company is the provision of Writer's services, and that all amounts paid hereunder are attributable to services personally rendered by Writer for the production.

11. Producer shall be entitled to suspend the provisions of this agreement and the provision of services by Writer if and for as long as the production of the Production is interrupted or delayed by any "force majeure" or other cause of similar or different nature beyond the control of Producer, including labour disputes, strikes and/or lock-outs, and Writer shall not be entitled to receive any compensation for the period of any such suspension. Producer shall be entitled to terminate this agreement without further compensation to Writer if the events referred to in this paragraph shall continue for an aggregate period of five (5) consecutive or non-consecutive days.

12. In the event of a failure, commission or default constituting a breach by Producer under this agreement, then damages resulting from such breach will be limited to Writer's rights to recover damages in any action at law and in no event will such breach entitle any parties hereto to rescind this Agreement or any of the rights granted hereunder or to enjoin or to restrain the distribution, exhibition or exploitation of the Series.

**Exhibit “B2”
Short Form Option- Sample
[to be completed when Property is identified]**

“[NAME OF LITERARY PROPERTY]”

OPTION: For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, [NAME OF OWNER] (“Owner”), hereby grants to [NAME OF EONE ENTITY] (“eOne”), its successors and assigns, the exclusive, irrevocable option to purchase and acquire from Owner, all rights of every kind and nature in and to the Literary Property, including, but not limited to, [(a)] the exclusive right to produce, distribute, exhibit, advertise, publicize, promote and otherwise exploit the rights, including, but not limited to, Pilots and Television Series based on the Literary Property [IF APPROPRIATE: excluding only Reserved Rights which Reserved Rights are subject to certain limitations and/or restrictions] in and to that certain [published][unpublished] [book][script][article] written by [NAME OF AUTHOR] [IF WRITTEN THROUGH A LOANOUT COMPANY: as a work made for hire for Owner] entitled “[TITLE OF LITERARY PROPERTY]” and owned by Owner (“Literary Property”) [If based on underlying property:, which is based on that certain [TYPE OF UNDERLYING PROPERTY] written by [AUTHOR OF UNDERLYING PROPERTY] entitled “[TITLE OF UNDERLYING PROPERTY]” (“Underlying Property”)] including the right to exercise all forms of distribution rights (including, without limitation, all worldwide television or other motion picture rights, remake and sequel rights, and other analogous and allied rights and in and to the Literary Property); [If based on underlying property: and (b) all of Owner's present and future right, title and interest in and to the Underlying Property.]

WARRANTIES: Owner represents and warrants that said Literary Property [is unpublished][was published by [PUBLISHER NAME] on [DATE PUBLISHED], and was registered for copyright in the name of [COPYRIGHT REGISTRANT], under copyright registration number _____, in the [Office of the United States Register of Copyrights, Washington, D.C.][Canadian Intellectual Property Office, Ottawa, ON]] [If based on underlying property: and that said Underlying Property [is unpublished] [was published by [PUBLISHER NAME] on [DATE PUBLISHED], and was registered for copyright in the name of [COPYRIGHT REGISTRANT] under copyright registration number _____, in the office of the [United States Register of Copyrights, Washington, D.C.][Canadian Intellectual Property Office, Ottawa, ON]]

CONTROLLING DOCUMENT: This transfer and assignment is subject to all the terms and conditions of the Option-Purchase Agreement, Literary Property “[NAME OF LITERARY PROPERTY]”, dated as of [DATE OF AGREEMENT] (“Option-Purchase Agreement Date”), between Owner and eOne.

IN WITNESS WHEREOF, the undersigned has executed this document on _____, 20___, effective as of the Option-Purchase Agreement Date.

[NAME OF OWNER]

By
Title

NOTARIZATION FORM

Canada)
)
Province of Ontario)

On _____, 20___, before me, _____ personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted,

[Date]

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

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executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for the Province of Ontario

[Date]

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**Exhibit “B3”
Short Form Assignment – Sample
[to be completed when Property is identified]**

"[NAME OF LITERARY PROPERTY]"

ASSIGNMENT: For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, [NAME OF OWNER] ("Owner"), hereby transfers and assigns to [NAME OF EONE ENTITY] ("eOne"), its successors and assigns forever, all rights of every kind and nature in and to the Literary Property, including, but not limited to, [(a) the exclusive right to produce, distribute, exhibit, advertise, publicize, promote and otherwise exploit the rights, including, but not limited to, Pilots and Television Series based on the Literary Property [IF APPROPRIATE: excluding only Reserved Rights which are subject to certain limitations and/or restrictions] in and to that certain [published][unpublished] [book][script][article] written by [NAME OF AUTHOR] [IF WRITTEN THROUGH A LOANOUT COMPANY: as a work made for hire for Owner] entitled "[TITLE OF LITERARY PROPERTY]" and owned by Owner ("Literary Property") [If based on underlying property: , which is based on that certain [TYPE OF UNDERLYING PROPERTY] written by [AUTHOR OF UNDERLYING PROPERTY] entitled “[TITLE OF UNDERLYING PROPERTY]” ("Underlying Property")] including the right to exercise all forms of distribution rights (including, without limitation, all worldwide television or other motion picture rights, remake and sequel rights, and other analogous and allied rights and in and to the Literary Property); [If based on underlying property: and (b) all of Owner's present and future right, title and interest in and to the Underlying Property.]

WARRANTIES: Owner represents and warrants that said Literary Property [is unpublished as of the date hereof][was published by [PUBLISHER NAME] on [DATE PUBLISHED], and was registered for copyright in the name of [COPYRIGHT REGISTRANT], under copyright registration number _____, in the [Office of the United States Register of Copyrights, Washington, D.C.][Canadian Intellectual Property Office, Ottawa, ON].] [If there is underlying property: and that said Underlying Property [is unpublished] [was published by] [PUBLISHER NAME] on [DATE PUBLISHED] and was registered for copyright in the name of [COPYRIGHT REGISTRANT] under copyright registration number _____, in the office of the [United States Register of Copyrights, Washington, D.C.][Canadian Intellectual Property Office, Ottawa, ON]]

CONTROLLING DOCUMENT: This transfer and assignment is subject to all the terms and conditions of the Option-Purchase Agreement, Literary Property “[NAME OF LITERARY PROPERTY]”, dated as of [DATE OF AGREEMENT] ("Option-Purchase Agreement Date") between Owner and eOne.

IN WITNESS WHEREOF, the undersigned has executed this document on _____, 20__, effective as of the Option-Purchase Agreement Date.

[NAME OF OWNER]

By
Title

*** or ***

[NAME OF OWNER]
[NAME OF EONE ENTITY]

By
Title