

CRUEL AND UNUSUAL FILMS, INC.
9601 Wilshire Blvd., Suite 500
Beverly Hills, CA 90210

As of _____, 20__

RE: ARTWORK AGREEMENT – UPLOADED FILE TITLE [PLEASE PROVIDE INFORMATION: _____]

Dear _____:

The following shall set forth the principle terms agreed upon between you (“Contributor”) and Cruel and Unusual Films, Inc. (hereinafter referred to as “Recipient”), which agreement is as follows:

GENERAL RECITALS: Recipient is a first class production company operating under the name Cruel and Unusual Films, Inc. and is desirous of creating a customized logo and/or logos for it and/or its related entities. Recipient has instituted a process pursuant to which various artists will contribute artwork to Recipient for the purpose of creating a logo. For purposes of convenience, any and all material (of any nature) submitted by Contributor shall be referred to herein as the “Logo”. For good and valuable consideration including, without limitation, Recipient’s agreement to consider the submission of any and all artwork and/or material related to the Logo including, without limitation, the Logo itself, from Contributor, the adequacy, sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. **Conditions Precedent:** Prior to the submission of the Logo, Recipient must (i) be in compliance with any and all Governmental and/or other regulatory body requirements, ii) obtain any and all relevant releases as they pertain to the Logo; and iii) be deemed to have hereby acknowledged that Recipient shall have total approval over the Logo and all work rendered in connection therewith.

2. **Delivery of Logo:** Pursuant to the submission process established by Recipient, Contributor shall deliver the Logo following full execution hereof, via e-mail, at a web destination provided to Contributor by Recipient.

3. **Approvals/Controls:** Recipient shall have final creative approval and/or control with respect to all matters relating to the production and creation of the Logo, which shall include, without limitation, the “look and feel” of the Logo, the design of the Logo, the operation of the Logo and the total interface of the Logo and may make any changes to the Logo it desires in its sole discretion.

4. **Work for Hire:** Contributor acknowledges that upon submission of the Logo, all of the results and proceeds of Contributor [including all original ideas, all original programming, all original materials (including, without limitation, all forms of data storage such as disks, etc.) all formats, all trademarks, logos, service marks, all distinctive marks and all other materials of any nature whatsoever] were prepared by Contributor for Recipient and shall be considered a “work made for hire” for Recipient, and therefore Recipient shall be the author and copyright owner thereof perpetually and for all purposes throughout the universe. In exchange for the consideration set forth hereinabove (the adequacy, sufficiency and receipt of which are acknowledged), Recipient shall solely and exclusively own throughout the universe, in perpetuity, including renewal and extension periods, if any, all rights of every kind and nature whether now or hereafter known or created in and in connection with such results and proceeds in whatever stage of completion as may exist from time to time including: (i) the copyright and all rights of copyright; (ii) all neighboring rights, trademarks, logos, service marks and any and all other

ownership and exploitation rights now or hereafter recognized in any territory including all rental, lending, fixation, reproduction, broadcasting (including satellite transmission) distribution and all other rights of communication by any and all means, devices and technology; (iii) the right to adapt, change, delete from, and add to such results and proceeds and to use all or any part thereof in new versions, adaptations and other configurations; and (iv) any and all other rights known or unknown.

If any provision of the preceding paragraph does not operate to fully vest in Recipient any of the rights set forth therein, then in exchange for the consideration provided for hereinabove (the adequacy, sufficiency and receipt of which are acknowledged), Contributor hereby grants and assigns to Recipient all rights not so vested (and so far as may be appropriate by way of immediate assignment of future copyright) throughout the universe, in perpetuity including renewal and extension periods of any whether now or hereafter known or created free from all restrictions and limitations.

All rights granted or agreed to be granted to Recipient shall vest in Recipient immediately without reservation, condition or limitation and shall remain vested whether or not this agreement is terminated for any reason and no right of any kind, nature or description is reserved by Contributor.

Contributor shall sign additional documentation as Recipient may reasonably require in order to effectuate the purpose and intent of this agreement. Contributor irrevocably grants Recipient the power coupled with an interest with rights of substitution and delegation to sign such further documentation in Contributor's name if Contributor has not complied with Recipient's request within three days thereafter.

5. Contributor's Warranties: Contributor represents, warrants and agrees that: (i) all material created, added, interpolated and or submitted by Contributor for or to Recipient in connection with the creation of the Logo is wholly original and is not the subject of any actual or threatened litigation or claim and shall not infringe upon or violate the rights of privacy and/or constitute defamation of any party or violate any common law, statutory rights or other rights (including, without limitation, copyrights, trademarks and patents) of any party; and (ii) Contributor is under no obligation or disability which will in any manner prevent or restrict Contributor from entering into and freely performing this agreement. The terms of this paragraph shall survive the expiration or termination of this agreement.

6. Indemnification by Contributor: Contributor agrees to defend and indemnify Recipient, its associated, affiliated, and related entities, parents, successors, assigns and licensees and each of their officers, directors, employees and agents (collectively "Recipient's parties") and hold them harmless from and against any and all claims, liabilities, judgments, lawsuits, damages, costs and expenses including penalties, interest and reasonable attorney's fees and costs in the defense and disposition of such matters relating thereto and arising out of, resulting from, based upon or incurred because of a breach hereof by Contributor of its representations and warranties as well as any provision of this agreement.

7. Contributor Release: It is the intention of the parties that this agreement shall be a full and complete grant of all rights hereunder, whether as set forth in Paragraph 6 or elsewhere and moreover, shall constitute a full and final accord and satisfaction and general release by Contributor of any and all claims with respect to any material provided hereunder and as a consequence, and for good and valuable consideration (including, without limitation, the consideration set forth hereinabove), Contributor does hereby release and absolutely and forever discharge Recipient, its successors, insurers, licensees and assigns and its or their shareholders, directors, officers and attorneys from any and all claims, proceedings, and causes of action of whatever kind or nature, whether now known or unknown, suspected or unsuspected, which Recipient now owns or holds or at any time has heretofore owned or held against Contributor with respect to any matter referred to herein or any other matter of any type whatsoever related thereto and except for such rights and obligations as may be created by this agreement Recipient having been advised of the effect of said provision by Recipient's own counsel specifically waives the

provisions of Section 1542 of the Civil Code of the State of California (and the provisions of any statute or law of any other jurisdiction which are similar in substance or effect to the provisions of said Section 1542), which Code Section reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

8. Independent Counsel: Contributor acknowledges that he/she has been advised to seek independent counsel to review this agreement and correspondingly Contributor acknowledges that neither party to this agreement has given any other party hereto any advice (legal or otherwise) or made any representation or warranty with respect to the subject matter of this agreement or its legal effect.

9. No Obligation: Recipient shall not be obligated to use the Logo or to utilize Contributor's services and in such event Recipient shall have fully discharged its obligations hereunder by paying Contributor the compensation (if any) then vested and due hereunder.

10. General Provisions:

a. This agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and fully to be performed therein.

b. A waiver by either party of any of the terms and conditions of this agreement in any one instance shall not be construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

c. All notices, demands or other communications required to be given hereunder shall be in writing and shall be delivered personally, electronically, telegraphically or by express, certified or registered mail to the respective addresses of the parties hereto set forth elsewhere in this agreement, or at such other addresses as may be designated by written notice given as provided in this paragraph. Delivery of any notice, demand or other communication shall be deemed conclusively made (i) if personally delivered, at time of delivery, (ii) if delivered by transmittal over electronic or telephonic transmitting devices (such as telex or telecopy) to the addressee's telecopy or telex number, at the time of transmittal, provided that the party to whom the notice is delivered has a compatible device, (iii) if delivered telegraphically, at the time the telegraphic agency confirms to the sender delivery thereof to the addressee, (iv) if delivered by any private overnight express mail service, twenty-four (24) hours after deposit with such service [this period shall be seventy-two (72) hours if addressed to an addressee outside the United States], (v) if placed in the United States mail, properly addressed and postage prepaid, twenty-four (24) hours after deposit in the mail if mailed by means of U.S. express mail service within the United States, seventy-two (72) hours after deposit if addressed to an addressee outside the United States, five (5) days after deposit if mailed by certified or registered mail to an addressee within the United States or seven (7) days after deposit if mailed by certified or registered mail to an addressee outside the United States.

d. This agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained and this agreement cannot be changed, rescinded or terminated orally.

e. If any provision of this agreement as applied to any party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this agreement, the application of such provision in any other circumstances or the validity or enforceability of this agreement.

f. In the event of any litigation in connection with or concerning the subject matter of this agreement, the prevailing party shall be entitled to recover its attorney's fees, costs and expenses actually incurred in such litigation.

g. This document may be executed in counterparts which, taken together, shall constitute the whole of the agreement as between the parties. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile, and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

Please sign below to indicate your acceptance with the foregoing.

Very truly yours,

CRUEL AND UNUSUAL FILMS, INC.

AGREED TO AND ACCEPTED:

Print Name: _____