



This Filmmaker Agreement (the "Agreement") is entered into as of October \_\_\_\_, 2020 (the "Effective Date"), by and between The Creative Coalition ("TCC"), with offices at 360 Park Avenue South, 11th Floor, New York, NY 10010, and \_\_\_\_\_ ("Filmmaker"), with an address at \_\_\_\_\_, individually referred to as a "party" and collectively referred to as the "parties," with respect to "The Untold Story of Obesity in America" contest (the "Contest"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## I. MATERIAL AND FILM

- A. As used in this Agreement, "Material" shall mean collectively all of the following: any and all materials submitted by Filmmaker in connection with the Contest, including without limitation, the treatment and script currently of the title(s) identified in Exhibit A attached hereto and incorporated herein by reference, any audio-visual recordings based on such treatment/script (or based on other material provided by TCC in connection with the Contest), and any and all other writings, notes, films, recordings, footage, images, photographs, marks and other materials based on or related to the materials submitted by Filmmaker in connection with the Contest, and any and all plots, themes, titles, ideas, characters, characterizations, artwork, visual images, costumes, and music contained in any of the foregoing, and all translations and versions of any of the foregoing, together with all copyrights and renewals and extensions of copyright thereto, and all other rights and interests pertaining thereto.
- B. As used in this Agreement, "Film" shall mean the short film or documentary with a running time of not less than five minutes and not more than 40 minutes [including titles and credits] produced by the Filmmaker hereunder based on the proposal set forth in Exhibit A attached hereto (the "Film").

## II. CONDITIONS PRECEDENT

TCC's obligations hereunder are subject in all respects to satisfaction of the following conditions precedent (the "Conditions Precedent"):

- A. receipt by TCC of a copy of this Agreement, the Short Form Assignment (defined below) and Certificate of Authorship (defined below) signed by Filmmaker;
- B. verification that Filmmaker has complied in all respects with the official rules for the Contest (the "Official Rules"), including, without limitation, eligibility requirements;
- C. receipt by TCC of an invoice and completed W-9 form(s) in connection with personnel costs pursuant to section III(A) below;

- D. Filmmaker's securing labor permits, visas, and other documentation as may be required by any governmental agency for the purpose of enabling Filmmaker to render services hereunder wherever and whenever such services are required by TCC and receipt by TCC, in form and substance acceptable to TCC thereof.

Additionally, all of TCC's obligations hereunder, including, without limitation, any obligations to Filmmaker are conditioned upon and subject to the preservation of the Tax Exempt Status and satisfaction of the Charitable Purpose<sup>1</sup>.

### **III. SCOPE OF WORK**

- A. **General.** The goal of the Film shall be to support the Spotlight Initiative. This instance of the initiative is sponsored by Novo Nordisk, Inc. Filmmaker will deliver to TCC on or before January 15, 2021 the completed Film in form and content satisfactory to TCC. The Film will be in form and content as outlined in the Filmmaker's proposal which is appended to this Agreement as Exhibit A. All work will be performed in a competent and workmanlike fashion in accordance with applicable standards of the profession and all costs, expenses and services are subject to final approval by TCC prior to payment of the Approved Budget (as defined below).
- B. **Coordination of Work.** The Filmmaker shall coordinate performance of the above-described work on a regular and meaningful basis with Robin Bronk, CEO of TCC and shall provide weekly updates in writing, in person or via phone or video chat, as TCC deems appropriate in its sole discretion.

### **IV. BUDGET, FEES AND DISBURSEMENTS**

The gross amount of the budget for the Film shall not exceed US\$50,000.00 (the "Approved Budget"). In consideration for the services to be performed by Filmmaker, TCC shall provide an amount equal to the Approved Budget to Filmmaker, for use solely in accordance with the Approved Budget. The Approved Budget shall be payable as follows:

- A. **Fees.** TCC shall pay Filmmaker 25% of any personnel costs as set forth in the Approved Budget upon the satisfaction of the Conditions Precedent. The balance of any personnel costs shall be paid by TCC upon: (i) TCC's receipt and approval of the Film and (ii) TCC's receipt of Filmmaker's final invoice. All payments shall be sent by check to Filmmaker within 15 days after TCC's receipt of the corresponding invoice.
- B. **Disbursements.** In addition to its fees, the Filmmaker shall be entitled to reimbursement from TCC for all pre-approved disbursements and out-of-pocket expenses incurred in the performance of its work as set forth in the Approved Budget. Such disbursements shall be

---

<sup>1</sup> TCC is the premier nonprofit, nonpartisan social advocacy organization of the arts and entertainment community, and is dedicated to educating its members on issues of public importance. TCC is a nonprofit organization ("Tax Exempt Status") described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"), organized and operated for the charitable purpose of educating leaders in the arts community on issues of public importance ("Charitable Purpose"). TCC is interested in advancing its Charitable Purpose by reaching persons and communities throughout the world through the development and exploitation of the Work, which development and exploitation will satisfy objectives of TCC.

specifically authorized by TCC in advance and in writing, and receipts shall be provided to TCC together with an invoice to document all expenses. All payments shall be sent by check to Filmmaker within 15 days after TCC's receipt of the relevant invoice with corresponding receipts documenting pre-approved purchases.

## V. RIGHTS

- A. **Grant of Rights.** Filmmaker hereby irrevocably sells, assigns and otherwise transfers to TCC, exclusively and forever, all right, title, and interest in and to the Material, including without limitation, the copyright and all motion picture, allied, ancillary and subsidiary rights therein and thereto, whether now known or hereafter devised. Without limiting the foregoing, the rights granted to TCC hereunder include, but are not limited to, the right to do any acts or things necessary to protect the rights granted hereunder, including without limitation, the exclusive right to register the copyright in the Material in its name as owner thereof, and to institute any actions for such purpose whether heretofore or hereafter accruing in the name of Filmmaker and/or TCC. TCC shall have the exclusive right to exercise all rights associated with the Material, including, without limitation, theatrical, non-theatrical, all forms of television and audio-visual devices, remake, spin-off (live or animated), prequel and sequel motion picture rights, music publishing, soundtrack, live stage rights, all radio rights, publishing rights, products and merchandising rights, advertising, publicity and promotion rights, interactive multimedia and video game rights, internet rights, print, graphic and electronic publication rights, including all digitized versions whether for linear viewing or not, whether now known or hereinafter created throughout the universe in perpetuity.
- B. **TCC Sole and Exclusive Owner.** Filmmaker acknowledges and agrees that TCC shall be considered at all stages of completion, the sole and exclusive owner of all rights of every kind and nature throughout the universe and in perpetuity in and to all results and proceeds of every kind of writing, directing, producing or other services heretofore and hereafter rendered by Filmmaker in connection with the Material, the Film and/or the Contest, including, without limitation, all ideas, suggestions, themes, plots, stories, characterizations, dialogue, titles and other material, whether in writing or not in writing, at any time heretofore or hereafter created or contributed by Filmmaker which in any way relate to the Film and/or to the material on which the Film will be based, and of the entire copyright and of all rights, title and interest therein (collectively, the "Results & Proceeds"). All services and work hereunder shall be rendered as "work made for hire" for TCC within the meaning of the United States Copyright Act and as specifically commissioned by TCC as part of an audiovisual work. At all stages of development, the Film shall be and remain the sole and exclusive property of TCC. At TCC's sole, absolute and unfettered discretion, TCC may make any changes in, deletions from, or additions to the Material and Film. If for any reason the Results & Proceeds are determined at any time not to be a "work made for hire", Filmmaker hereby exclusively and irrevocably transfers and assigns to TCC all right, title and interest to the Results & Proceeds, including without limitation all rights under copyright or otherwise, as well as all renewals and extensions thereto, in perpetuity for use in any medium now known or hereafter devised throughout the universe. The rights granted hereunder shall include without limitation all copyrights, neighboring rights, trademarks and any and all other ownership and exploitation rights in the Results & Proceeds, whether or not copyrightable, now or hereafter recognized in any and all territories and jurisdictions, including, by way of illustration, production, reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of

communication to the public, and the right to exploit the Results & Proceeds throughout the universe in perpetuity in all media, markets and languages and in any manner now known or hereafter devised with the continuing right to further license or assign the copyright and any of the other rights granted to TCC in this Agreement in whole or in part to any person or entity. TCC shall have the exclusive right to register the copyright in the Results & Proceeds in its name as author and owner thereof.

- C. **Rental and Lending Rights.** Filmmaker acknowledges that the consideration under this Agreement includes adequate and equitable remuneration for the Rental and Lending Rights (as defined below) and to the fullest extent permitted by applicable law, constitutes a complete worldwide buy-out of all Rental and Lending Rights, in perpetuity. Filmmaker hereby irrevocably grants to TCC throughout the world in perpetuity, the right to collect and retain for TCC's own account all amounts payable to Filmmaker in respect of Rental and Lending Rights and irrevocably directs any collecting societies or other persons or entities receiving such amounts to pay them to TCC. "Rental and Lending Rights" means all rights of Filmmaker to authorize, prohibit, control or receive money from the rental, lending, fixation, reproduction or other exploitation of the Material, Results & Proceeds of Filmmaker's services, or any motion short film, documentary, program or other production based thereon, by any media or means now known or hereafter devised as may be conferred upon Filmmaker under applicable laws, regulations or directives, in any jurisdiction throughout the world, including any so-called rental and lending rights pursuant to the European Union directives or enabling or implementing legislation, laws or regulations enacted by member nations of the European Union.
- D. **Moral Rights.** Filmmaker waives any so-called "moral rights" of authors and TCC shall have the right in TCC's sole discretion to add to, subtract from, rearrange, edit, and change the Material and Results & Proceeds hereunder, including, without limitation, by commissioning and/or producing any sequels, prequels, remake, and/or television series (including any so-called "mini-series" or "movie of the week"); by character adaptations and/or other rights related to any characters, situations or plots; and/or by any and all other means now known or hereafter devised, including without limitation, the exploitation of any and all allied, ancillary and subsidiary rights.
- E. **Unlimited Exploitation Right.** TCC shall have the unlimited right to use, exploit, advertise, merchandise and exhibit any motion short film, documentary or other work of any nature based on or contained in the Work (defined below) and elements thereof and all rights therein (including, but not limited to, the right to make sequels, remakes, computer and/or interactive software, video games, and other works based on the Work, and/or any motion short film based on the Work) in any manner and in all media, whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as TCC, in its sole discretion shall determine, without any payment to Filmmaker whatsoever.

The rights set forth in Sections V(a), V(b), V(c), V(d) and V(e) above shall collectively be referred to herein as the "Rights". The Material and Results & Proceeds shall collectively be referred to herein as the "Work".

## VI. CREDIT.

Provided that Filmmaker is not in breach or default of this Agreement and subject to Filmmaker's full performance of all services and obligations hereunder and subject to any applicable collective bargaining agreements, TCC shall accord Filmmaker a "Film By" credit. No casual or inadvertent failure by TCC to comply with the credit line set forth above, nor any failure by third parties to so comply, shall constitute a breach of this Agreement. Except as expressly provided herein, all aspects of Filmmaker's credit shall be determined by TCC in its sole discretion.

## **VII. NO OBLIGATION**

Nothing contained in this Agreement shall be deemed to require TCC to produce or exploit the Film or the Material, or any part thereof, in connection with the Contest, the Your Voice Carries W8 initiative or otherwise.

## **VIII. RELEASE AND INDEMNITY**

Filmmaker agrees to release and discharge TCC and Novo Nordisk, Inc. and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, agents and representatives (collectively the "Released Parties") from any and all claims, demands or causes of action that Filmmaker may now have or may hereafter have (including, without limitation, for libel, defamation, invasion of privacy or right of privacy, infringement of copyright, unauthorized use of name and likeness or infliction of emotional distress or violation of any other right) arising out of or relating to the Film, the Contest, the utilization of the Work and/or Rights as set forth herein or based upon any failure or omission to produce the Film or to make use of the Work and/or Rights. Filmmaker agrees to indemnify and hold the Released Parties harmless from and against all liability, damages, penalties, losses or expenses, including reasonable attorneys' fees, which may be suffered, incurred or assumed by the Released Parties by reason of a breach or alleged breach of any of Filmmaker's representations, warranties, covenants or agreements set forth in this Agreement.

## **IX. NAME AND LIKENESS**

The Released Parties shall have the irrevocable right, throughout the universe, in perpetuity, and in all media, to use and reproduce, and to license others to use and reproduce Filmmaker's name, voice, performance, image, photographs, likeness, statements and biography (collectively, "Name & Likeness") in connection with the production, exhibition, advertising, promotion, and/or other exploitation of the Work, the Film, the Contest and any productions and other exploitation of the Rights hereunder, and/or allied, ancillary and/or subsidiary rights of any nature relating thereto, in any and all media, whether now known or hereafter devised, (including, without limitation, in connection with interviews, features, promotional films, and so-called "behind the scenes" programming).

## **X. PUBLICITY SERVICES**

Filmmaker shall render such services as TCC may desire in connection with the publicity and promotion of the Film (collectively "Publicity Services"), each without compensation. The Publicity Services to be rendered by Filmmaker may include, without limitation, the following Publicity Services as and to the extent requested by TCC: (i) participating in behind-the-scenes filming to create "making-of" films, (ii) participating in publicity, media interviews, photo shoots or other events

promoting the Film and/or the Contest, and (iii) attending the special screening of the final version of the Film at a location and date/time to be determined by TCC.

## **XI. ADDITIONAL DOCUMENTS**

Filmmaker shall execute the short form assignment attached hereto as Exhibit "B" and incorporated herein by reference (the "Short Form Assignment") and the certificate of engagement attached hereto as Exhibit "C" and incorporated herein by reference (the "Certificate of Engagement"), simultaneously with Filmmaker's execution of this Agreement. Filmmaker shall cause any third parties rendering services on the Film to sign a Certificate of Engagement in the form attached hereto as Exhibit "C". Filmmaker agrees to execute, acknowledge and deliver to TCC and to procure the execution, acknowledgment and delivery to TCC of any additional documents or instruments that TCC may require to fully effectuate and carry out the intent and purposes of this Agreement. If Filmmaker fails to execute, acknowledge or deliver to TCC any agreements, assignments or other instruments to be executed, acknowledged and delivered by Filmmaker hereunder within three (3) business days following request therefor, then TCC is hereby irrevocably appointed as Filmmaker's attorney-in-fact with full right, power, and authority to execute, acknowledge and deliver the same in the name of and on behalf of Filmmaker, and Filmmaker acknowledges that the authority and agency given TCC is a power coupled with an interest and is irrevocable.

## **XII. APPROVAL AND CONTROLS**

TCC shall have all approvals and controls with respect to the Work and the Film.

## **XIII. COMMITMENT TO OTHERS**

Filmmaker shall not have any right or authority to and shall not employ any person in any capacity, nor contract for the purchase or rental of any article or material, nor make any commitment, agreement or obligation, whereby TCC shall be required to pay any monies or other consideration without TCC's prior written consent in each instance.

## **XIV. CONFIDENTIALITY**

Filmmaker shall not, at any time while working with TCC, or after termination or expiration of this Agreement, disclose to any third party, or use for the benefit or profit of itself or any third party, any sensitive or otherwise confidential business information, idea, proposal, or any proprietary information obtained in the course of the Contest or relating to the Material and/or information regarding TCC, Novo Nordisk, Inc., or their parents, affiliates, subsidiaries or any of their employees, agents, officers, directors, representatives, agents or assigns. The terms of this Agreement are strictly confidential and Filmmaker shall not participate in any interview or authorize any publicity relating to the Contest, Material or Filmmaker's services in connection with the Film, if any, without TCC's prior written approval in each instance. Exclusions are provided for (i) attorneys and business representatives on a need-to-know basis, and (ii) to the extent disclosure is required pursuant to court order or applicable laws or regulations.

## **XV. SUSPENSION AND TERMINATION**

- A. TCC may postpone the commencement of or suspend the operation of this Agreement with respect to the rendition of services by Filmmaker for any reason whatsoever.
- B. TCC shall have the right to terminate this Agreement at any time during the Term in its sole discretion and without legal justification by providing the Filmmaker with five (5) days' written notice. In case of termination under this Section, TCC will pay Filmmaker all previously-approved outstanding invoices owed as of the date of termination. In addition, TCC will reimburse Filmmaker for all non-cancelable obligations entered into by Filmmaker which TCC had pre-approved and for which Filmmaker can show written proof satisfactory to TCC in its sole discretion. TCC shall have no further obligations to Filmmaker with respect to the Film or the Contest.
- C. Neither the expiration nor the termination of this Agreement shall affect TCC's right, title and interest in and to the Work and the Rights. TCC shall not be deemed to have waived any other rights it may have or alter TCC's rights or any of Filmmaker's agreements or warranties in connection with the rendition of Filmmaker's services prior to termination.

## **XVI. FILMMAKER WARRANTIES AND REPRESENTATIONS.**

Filmmaker warrants and represents as follows:

- A. Filmmaker has the full right, power, legal capacity and authority to enter into and perform this Agreement and is the sole owner and creator of the Work;
- B. Filmmaker's entry/submission to the Contest complies with the official rules of the Contest as set forth on [www.TheCreativeCoalition.org.org/Obesity](http://www.TheCreativeCoalition.org.org/Obesity) (the "Official Rules"), including without limitation, all eligibility requirements;
- C. Filmmaker has not entered into or will enter into any agreement of any kind that will interfere in any way with the complete performance of this agreement;
- D. Filmmaker is not a member of any guild or union, including without limitation, the Writers Guild of America or Directors Guild of America, that may have or will have jurisdiction over the Material and Filmmaker agrees that this Agreement is not subject to any guild or union;
- E. Filmmaker warrants and represents that the Work shall be wholly original with the Filmmaker, except as to matters within the public domain and except as to material inserted by Filmmaker pursuant to specific instructions of TCC, and does not and shall not infringe upon or violate the right of privacy of, or constitute defamation of, or violate or infringe any patent, copyright, trademark or any common law rights or any other rights of any person or entity;
- F. Filmmaker has not previously granted, assigned, mortgaged or hypothecated, nor will Filmmaker grant, assign, mortgage or hypothecate any right, title or interest in or to the Work or any part thereof to any person or entity (other than to TCC as set forth herein). Filmmaker has the full and sole right and authority to sell and assign all right, title and interest in the Work to TCC;

- G. There is no pending litigation, action, claim, lien or encumbrance pending or threatened in relation to the Material or any other material created, added, interpolated, and/or submitted by Filmmaker to TCC or for the Contest.

## XVII. MISCELLANEOUS

- A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding the conflict of law rules thereof, and each of the parties hereto hereby consents to the jurisdiction of, and venue in, any court of competent jurisdiction located in the State of New York.
- B. **Remedies.** In no event may Filmmaker terminate this Agreement or obtain injunctive or other equitable relief with respect to any breach of TCC's obligations hereunder, and under no circumstances shall Filmmaker be entitled to enjoin, restrain or in any way interfere with the use or exploitation of the Work, the Film, the Rights, the allied, ancillary and subsidiary rights thereto and/or TCC's use of Filmmaker's Name & Likeness.
- C. **Severability.** The provisions of this Agreement are severable, and the unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of this Agreement. If any provision of this Agreement is determined to be unenforceable as drafted, that provision shall be construed in a manner designed to effectuate the purpose of that provision to the greatest extent possible under applicable law.
- D. **Assignment.** Filmmaker may not assign, directly or indirectly, all or part of its rights or obligations under this agreement to any other person or entity without first obtaining the written permission of TCC. TCC may assign this Agreement without Filmmaker's consent to any entity that purchases or acquires substantially all of the assets in and to TCC. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of TCC's, heirs, successors, licensees, grantees and permitted assigns and associated, affiliated and subsidiary companies.
- E. **Modification.** This Agreement may be modified or amended only by written agreement of the parties.
- F. **Relationship.** Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the parties, or as authorizing either party to act as agent for any other. Filmmaker is an independent contractor, not an employee. TCC will not withhold FICA or make FICA payments on Filmmaker's behalf, make state or federal unemployment compensation contributions on Filmmaker's behalf or withhold local, state or federal income tax from Filmmaker's fees. TCC will issue an IRS Form Misc-1099 to the Filmmaker for any qualifying money and the actual value of any goods given, and the Filmmaker shall be solely responsible for payment of any related taxes.
- G. **Attorney Acknowledgement.** Each of the parties acknowledges that they have had ample opportunity to review the terms of this Agreement with their respective attorneys and waive any right they may have to interpret a writing against the drafter thereof.

H. **Entire Agreement.** This Agreement, together with any exhibits attached hereto and hereby incorporated herein in their entirety, shall replace and supersede all previous arrangements, understandings, representations or agreements (written or oral, express or implied) between Filmmaker and TCC and constitutes the entire agreement between Filmmaker and TCC concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CREATIVE COALITION  
("TCC")

NAME  
("FILMMAKER")

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

## **EXHIBIT A**

[Attach Filmmaker Proposal]

# **EXHIBIT B**

## **SHORT FORM ASSIGNMENT**

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned ("**Filmmaker**") hereby sells, grants, assigns and sets over unto The Creative Coalition and its successors and assigns (hereinafter collectively referred to as "**TCC**") all right, title and interest in and to the Material (as defined below) in all media now or hereafter known throughout the universe in perpetuity, including without limitation, all theatrical motion picture, television series, television special, television remake, television sequel, videocassette, videodisc, recording, nontheatrical, electronic, interactive multimedia and video game, computer-assisted, print publication, live stage, merchandising and commercial tie-up rights in and to the Material, and all allied, ancillary and subsidiary rights. As used herein, "**Material**" shall mean collectively all of the following: any and all other materials submitted by Filmmaker in connection with the Contest, including without limitation, the treatment and script currently entitled " \_\_\_\_\_ ", any audio-visual recordings based on such treatment/script (or based on other material provided by TCC in connection with the Contest), and any and all other writings, notes, films, recordings, footage, images, photographs, marks and other materials based on or related to the materials submitted by Filmmaker in connection with the Contest, and any and all plots, themes, titles, ideas, characters, characterizations, artwork, visual images, costumes, and music contained in any of the foregoing, and all translations and versions of any of the foregoing, together with all copyrights and renewals and extensions of copyright thereto, and all other rights and interests pertaining thereto.

Filmmaker and TCC have entered into a formal Filmmaker Agreement dated as of \_\_\_\_\_, 2020 (the “**Agreement**”) relating to the transfer and assignment of the foregoing rights in and to said Material, which rights are more fully described in the Agreement, and this assignment is expressly made subject to all of the terms, conditions and provisions contained in the Agreement.

In witness whereof, the undersigned has executed this assignment as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_

STATE OF )  
              )  
COUNTY OF ) ss.:  
              )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for said State, duly commissioned and sworn, 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 this instrument, and acknowledged to me that he/she subscribed his/her name on the within instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal on the date in this certificate first above written.

---

Notary Public

## **EXHIBIT C**

### **CERTIFICATE OF ENGAGEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned "Artist", acknowledges and agrees that Artist has provided and will continue to provide to The Creative Coalition ("TCC") the services of Artist in connection with a possible audiovisual project currently entitled "\_\_\_\_\_ " (the "Film"), that such services are being performed as a work-for-hire for copyright purposes, and that the product of such services is a work specially ordered or commissioned for use as part of an audiovisual work, and as such, TCC is the sole copyright proprietor of such product. To the extent that such product may be deemed not to constitute a work-for-hire, Artist hereby irrevocably grants and assigns exclusively to TCC all right, title and interest in and to the product of such services, including without limitation all copyright and rental, lending, neighboring and other similar rights to which Artist may now be or hereafter become entitled in connection with such product, the Film or any elements thereof, with the exclusive right to use such product and all rights derived therefrom in all languages and media now or hereafter known throughout the universe in perpetuity. Artist expressly acknowledges and agrees that the compensation payable to Artist for Artist's services includes full and proper equitable remuneration with respect to any right (including any rental, lending, neighboring and other similar rights) to which Artist may now be or hereafter become entitled in connection with the production and/or exploitation of the Film or any rights therein.

Artist acknowledges TCC's right to make any changes in the product of the services of Artist in the preparation, production and exploitation of the Film or any rights therein, and in this connection Artist acknowledges and agrees that Artist will not have any right of approval or consultation with respect to any such changes. Artist hereby waives any rights of droit moral or similar rights which Artist may have.

Artist hereby grants to TCC forever and throughout the universe the right to use the name, voice, photographs, likeness and biographical information of Artist in connection with the exercise of the rights granted hereunder, including without limitation advertising and publicity for the Film.

Artist represents and warrants that all of the product of the services of Artist shall be wholly original with Artist and such product is free and clear of all claims, liens and encumbrances and will not violate, conflict with or infringe upon any rights whatsoever (including any right against libel, slander, invasion of privacy or similar right) of any person or entity. Artist further represents and warrants that Artist has and will continue to have the right to enter into and perform Artist's obligations and to grant all rights granted, and, the exercise of such rights will not require any consent of or payment to any third party.

Artist agrees to release, indemnify and hold harmless TCC and Novo Nordisk, Inc. and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, agents and representatives from and against any and all claims, losses, damages, costs and expenses (including reasonable outside attorneys' fees and expenses) incurred by them and arising out of a breach by Artist of any representation, warranty or agreement.

Artist recognizes that in the event of any breach by TCC of its obligations to Artist, the damage (if any), caused to Artist is not irreparable or sufficient to entitle Artist to injunctive or other equitable relief. Artist, therefore, agrees that Artist's rights and remedies shall be limited to the right, if any, to obtain damages at law and Artist shall not have the right to terminate or rescind this Certificate, or to enjoin or

restrain the development, financing, production, distribution, exhibition, advertising or other exploitation of the Film or any rights related thereto.

TCC's rights in the product of Artist's services and Artist's services may be freely assigned and licensed and any such assignment or license shall be binding upon Artist and inure to the benefit of any such assignee or licensee. This Certificate shall be construed in accordance with the laws of the State of New York applicable to agreements entirely made and performed therein, without regard to the principles of conflicts of laws. Artist hereby agrees to execute such documents consistent herewith and take such further actions as may be reasonably required by TCC to effectuate the purposes hereof, it being agreed that if Artist fails to execute any such document or take such action within 5 business days following TCC's written request therefor, TCC shall have the right to execute said document or take such action in Artist's name, place and stead, and TCC is hereby irrevocably appointed Artist's attorney-in-fact for such purposes, which power is coupled with an interest.

Dated as of \_\_\_\_\_

AGREED AND ACCEPTED:

\_\_\_\_\_  
Name: \_\_\_\_\_