

DEAL MEMORANDUM for _____ [NAME OF PROGRAM]

ENGAGOR: _____ [PRODUCTION COMPANY] ("Producer")

ENGAGEE: _____ ("Company")

SERVICES OF: _____ ("Artist")

RE: _____ ("Program")

ADDRESS: _____ CITY: _____ PROVINCE: ONTARIO
POSTAL CODE: _____ TELEPHONE: _____ GST: _____

COMPANY HEREBY CONFIRMS VIA THE ATTACHED CAVCO DECLARATION THAT ARTIST IS A (CHECK ONE OF THE FOLLOWING):

_____ CANADIAN CITIZEN ; OR
_____ PERMANENT RESIDENT OF CANADA WITHIN THE MEANING OF THE IMMIGRATION ACT
IF PERMANENT RESIDENT, DATE OF LANDING: _____

PROVINCE OF RESIDENCE : _____

TERMS OF ENGAGEMENT:

POSITION: _____
PROJECTED START DATE: _____ FINISH DATE: TO BE DETERMINED
SALARY/FEE: _____
OVERTIME RATE: N/A

ALL FEES TO BE PAYABLE WITHIN 30 DAYS OF PRODUCER'S RECEIPT OF INVOICES, TO BE SUBMITTED (CHECK ONE):
_____ BI-WEEKLY IN EQUAL INSTALMENTS
_____ UPON COMPLETION OF SERVICES
_____ OTHER (SPECIFY): _____

ALL INVOICES SHALL BE MADE OUT TO PRODUCER (INCLUDING REFERENCE TO PRODUCER'S ADDRESS) AND SHALL INCLUDE THE FOLLOWING INFORMATION: COMPANY'S NAME, ADDRESS, PHONE NUMBER, GST NUMBER (IF APPLICABLE), PROGRAM TITLE, ARTIST'S NAME, DATES SERVICES PROVIDED, RATE, INVOICE NUMBER (E.G. INVOICE #301) AND INVOICE NUMBER IN RELATION TO TOTAL INVOICES FOR THE SERVICES (E.G. INVOICE 2 OUT OF 5).

ADDITIONAL TERMS (if any):

TERMS AND CONDITIONS

1. Producer hereby engages Company to provide the services of Artist to perform the duties which are customarily performed by an individual in the position set out above in the film and television industry.
2. The results and proceeds of Company's and Artist's services hereunder shall constitute "work done in the course of employment" for Producer in accordance with Canadian copyright law, and "work made for hire" for Producer in accordance with United States copyright law and, as such, shall be the exclusive property of the Producer, in perpetuity. To the extent that the results and proceeds are determined not to constitute "work done in the course of employment" and "work made for hire", Company and Artist hereby transfer and assign to Producer all right, title and interest of whatsoever kind and nature, including copyright and all ancillary rights therein, throughout the world, in any and all languages and media now known or hereafter devised in perpetuity and hereby waive any and all moral rights or similar rights in and to the results and proceeds of the services hereunder.
3. Producer shall have the right to terminate this agreement at any time. Upon such termination, Producer's sole

obligation shall be to pay Company for services provided prior to the date of termination.

4. Company represents and warrants that: (a) it is a taxable (Country) corporation within the meaning of the Income Tax Act (Country); and (b) EITHER (1) all of the issued and outstanding shares of the capital stock (except directors' qualifying shares, if any) are wholly owned by Artist and the activities of Company consist principally of the provision of Artist's services OR (2) 100% of the amount paid and/or to be paid to Company pursuant to this agreement is and/or will be attributable to, and does not and/or will not exceed Artist's salary or wages for, Artist personally rendering services for the production of the Program.

5. For all purposes of this agreement Company shall be deemed to be an independent contractor. Company agrees to assume sole responsibility for payment of income tax and for all statutory employer and employee contributions including contributions for CPP, Employment Insurance, Workers' Compensation and Employer Health Tax. Company agrees to indemnify and hold harmless Producer for any cost incurred by it as a result of Company's failure to make any such payment or remittance.

6. Producer shall have the right to photograph or sound record the Artist in connection with the Program hereunder, (the "Footage"). Producer shall own all copyright in the Footage and may use the Footage, as it desires (including but not limited to for the purposes of DVD extras, "making ofs", or promotional material), in all media now known or hereafter devised, throughout the universe and in perpetuity.

7. Neither this agreement nor the services may be assigned or delegated by Company. Producer may assign this agreement without the consent of Company.

8. Company shall, and shall ensure that Artist shall, treat as confidential and not disclose or reveal to third parties, other than business advisors or as required by law, any information relating to the Program, the services provided by Artist hereunder, or any information about Producer's business activities which Company or Artist may have access to or acquire in the course of providing services hereunder.

9. This agreement shall be governed by and construed according to the laws of the (State or Province) and the federal laws of (Country) applicable therein. The parties hereby expressly attorn to the exclusive jurisdiction of the courts of the (State or Province).

Agreed And Accepted this _____ day of _____, _____.

_____ [LENDER COMPANY]

per: _____
(authorized signing officer)

_____ [PRODUCTION COMPANY] Productions Inc.

per: _____
(authorized signing officer)

I have read and understand the forgoing agreement and confirm the authority of Company to grant the rights granted therein and to furnish my services thereunder. In consideration of Producer entering into the foregoing agreement with Company, I personally guarantee the due performance of all the obligations and covenants applicable to me arising from the foregoing agreement and confirm the grant of rights contained therein. I hereby waive any moral right or similar right I may have in the Program. I shall look solely to the Company for the payment of the compensation that may be due to me arising from the foregoing agreement.

Individual

Witness