

[Date]

[Artist]

Dear Artist:

The following letter agreement, together with the other schedules attached hereto (collectively referred to as the "Agreement") will confirm the understanding between you ("you" or "Artist") and _____ "Company" with respect to the terms and conditions of your employment and shall supersede all prior oral or written understandings and agreements between Company and Artist. The parties agree as follows:

1. Company hereby employs Artist during the Term (as hereinafter defined) as an on-air personality and/or in any other capacity, on any programs or in connection with any other content, whether or not such programs are originally produced for exhibition on one or more sites owned by Company, or included within the owned, operated or controlled network of Company (collectively, the "Company Properties"). Artist shall report to the manager as is designated by Company from time to time. Artist shall also provide other services for Company as directed by Company. Artist's initial assignment is set forth on Schedule B. Artist also agrees to accept temporary or trial assignments including substituting when others are on vacation or absent due to illness or work assignment or emergencies, as Company may direct. Artist agrees that during the term of this Agreement, Artist will perform all such duties in accordance with the highest standards of competence, skill, integrity, efficiency and professionalism, subject to Company's direction and control and shall devote substantially all of Artist's professional time to the performance of such duties unless expressly agreed otherwise in writing executed by Company. Artist hereby accepts such employment and will complete and perform all of the agreements and obligations entered into by Artist. Artist's services to Company as described in this Agreement shall be exclusive (i.e. Artist shall not provide the same or materially similar services to or on behalf of any third party, and shall not engage in any activity or undertaking that is, in the reasonable opinion of Company, competitive with Company (including, without limitation, any Company Property)).

2. Artist acknowledges and agrees that this Agreement and Company's obligations hereunder are expressly contingent upon Artist completing all standard forms and

meeting such other requirements as designated by Company including without limitation, an employment application, required tax forms, releases for the authorization of background checks, each as applicable.

3. Programming may be produced live or prerecorded, as Company may determine, and may be distributed and/or made available for sale or download in any manner and media, and by means of any technology, platform or distribution system now known or hereafter devised. Company shall have the right to reproduce, distribute, display, perform, modify, adapt, create derivative works, license, market, advertise, promote, exhibit and otherwise exploit all rights in and to all results and proceeds of Artist's services, in perpetuity throughout the universe in all languages, media and formats by any and all means with no further obligation or compensation to Artist. Company shall have no obligation to use the results and proceeds of Artist's services, including, without limitation, any programming or other content created or produced by Artist, or featuring Artist's image or likeness. Artist acknowledges and agrees that the programming, if any, produced by Company featuring Artist may contain the names, logos, trademarks, products and services of companies other than Company, and that any product tie-ins, integrations or sponsorships of such programming, and/or any mere use or verbal mention by Artist of such product or service shall not constitute an endorsement for purposes of this Agreement. Company shall retain all proceeds and profits derived from the programming for its own account with no duty to account to Artist. Company shall have the perpetual right to use, and to authorize others to use, in any and all media now or hereafter known or devised, Artist's name, image, voice, likeness, and biography in connection with the production, distribution, exhibition, marketing, advertising, promotion, merchandising and/or other exploitation of all programming or other content featuring Artist. The compensation payable to Artist pursuant to this Agreement includes full and complete consideration for the rights granted to Company under this Section, and Artist shall not be entitled to receive any additional compensation therefor. Notwithstanding the foregoing, Company acknowledges that it has no right to use Artist's services for the purpose of endorsing any third party product or service.

4. Artist's services shall be performed at such times and places during the Term as Company may designate.

5. (a) The term of this Agreement (the "Term") shall commence as of _____ (the "Effective Date") and shall continue, subject to suspension, extension or termination as hereinafter provided, for a period of _____ thereafter. At the sole option of Company and upon thirty (30) days prior written notice to Artist, the Term may be continued for an additional _____ period until _____ (the, "Option").

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b) You agree that the Company has no obligation to exercise the Option, and you expressly acknowledge that no promises or understandings to the contrary have been made or reached.

6. (a) The Company may terminate your employment and this Agreement for Cause, in which case you will be entitled to payment of any accrued but unpaid salary due to you through the date of termination and any accrued but unpaid vacation solely to the extent required by law. "Cause" includes, but is not limited to:

(i) Your failure or refusal to perform your duties or other breach of the terms of this Agreement;

(ii) Your misconduct, including but not limited to fraud, embezzlement, misappropriation of funds or property and/or breach of fiduciary duty or loyalty to Company;

(iii) Your material failure to comply with any policy applicable to Company employees, as such policies may be amended from time to time, including, without limitation, Company editorial policies and/or guidelines, and/or policies set forth in the Company Employee Handbook;

(iv) Your commission of any act or involvement in any situation or occurrence (including but not limited to a conviction or guilty plea to a felony or crime involving moral turpitude), whether before or during the Term, which brings you into widespread public disrepute, contempt, scandal or ridicule, or which justifiably shocks, insults or offends a significant portion of the community, or your being subject to publicity for any such conduct or involvement in such conduct;

(v) Your engaging in professional activities that conflict with or compromise your obligations under this Agreement or are competitive with or otherwise could have a detrimental impact on the reputation or financial condition of Company or any affiliate of Company.

(vi) Your disparagement of Company, any its affiliated entities or any sponsor of Company programming or other content; or

(vii) Your gross negligence or willful misconduct in the performance of your duties or obligations hereunder.

(b) Prior to any termination for Cause, the Company may choose to provide you with notice setting forth the reasons that Cause exists, in which case you will have an opportunity to cure to the Company's satisfaction, provided a cure is reasonably possible and timely effected, and the event(s) giving rise to such notice is/are not related to a matter that was the general subject matter of an earlier cure notice given to you. It is expressly understood that the Company's ability to terminate for Cause is not an exclusive remedy, and further that nothing in this Agreement prevents the Company from obtaining any and all appropriate remedies for any injury that arises out of or is related to any breach of this Agreement.

7. As full compensation for the services to be rendered by Artist hereunder and in consideration of the rights granted by Artist and subject to full performance by Artist of Artist's obligations hereunder, Artist's compensation hereunder shall be as set forth on Schedule C.

8. Artist shall be considered a full-time employee and entitled to paid vacation time and such other employee benefits, in each case in accordance with Company policy as in effect for all similarly situated employees of the Company. The scheduling of such vacation shall be mutually agreed upon between the Company and Artist, but in the event of a failure to agree, the Company shall designate the vacation period, and endeavor to accommodate Artist. Artist shall be entitled to participate in Company's wardrobe program for on air talent, to the extent that such program exists. In the event of a corporate transaction requiring a change in the application to Artist of any Company benefit, equity or other program(s), such changes shall be dictated by the terms and conditions of the existing and applicable Company plans and the availability of newly defined programs.

9. (a) During the Term of this agreement, Artist will not directly or indirectly:

(i) Own or hold any equity or ownership interest in, or participate as a co-venturer, partner, proprietor, manager or employee of, or consultant or freelancer to or for, any Company Competitor (as defined below); provided, however, that this provision shall not apply to interests held as a result of (X) investments in an automatic investment plan, so long as Artist does not elect to purchase an interest in a Company Competitor on an individual basis, (Y) investments in accounts over which the Artist has no direct or indirect influence or control (e.g. a blind trust) or (Z) investments of one percent (1%) or less in any company listed on a national securities exchange or quoted on an automated quotation system;

(ii) Solicit or attempt to solicit business from or for any Company Competitor;

(iii) Use, or authorize the use of Company Marks (defined below) or the trade names, trademarks, or other marks of Company's affiliated entities for any purpose without Company's prior written consent in each instance (which Company will grant or withhold in Company's sole discretion). Artist's unauthorized use of Company Marks

shall constitute a material breach of this Agreement, and, in addition to all other remedies available to Company for such breach, Artist shall pay to Company a royalty for such unauthorized use at a rate to be determined by Company in its sole but reasonable discretion, which Company may deduct from any compensation due to Artist hereunder. As between Company and Artist, the parties agree that (i) the names, titles and/or logos of Company, any programming or other content produced, developed or created hereunder, of Company's websites, digital and linear television networks, programs and series, and any other trade names, trademarks, or other marks of Company (collectively, the "Company Marks") are owned by Company and are Company's sole and exclusive property unless otherwise licensed to Company by third parties and (ii) Artist shall not acquire or own any right, title or interest of any kind or nature in the Company Marks or the trade names, trademarks, or other marks of Company's affiliated entities;

(iv) use (or enable or permit any third party to use) any visual or audiovisual recording devices at Company's and/or the production company's offices, sets or locations without Company's prior written consent, which Company will grant or withhold in Company's sole discretion. Should Company grant such written consent, the copyrights in all photographs and/or audiovisual recordings created by Artist or Artist's representatives or permitted invitees at Company's and/or the production company's offices, sets or locations shall belong solely to Company, and Artist shall not publicly display, exhibit, or distribute, or authorize the public display, exhibition, or distribution of, any such photographs or audiovisual recordings, unless otherwise agreed by Company in writing;

(v) Give or agree to give any person or entity directly and/or indirectly associated with the services provided by Artist hereunder anything of value in exchange for Artist's engagement for such services. Further, Artist will not accept any money, services or other valuable consideration other than the compensation provided for in this Agreement for the inclusion of any item in any programming or other content produced or developed under this Agreement or for the endorsement of any company, product or service in such programming or other content. In addition, Artist will not visibly wear any product name or logo while rendering services hereunder without Company's prior consent. If Company approves the inclusion in the programming or other content produced or developed hereunder of any logo or trademark that is proprietary to Artist, then Artist hereby grants Company the worldwide, perpetual, irrevocable right to include such logo or trademark in connection with the exploitation of the Program or all platforms and by any means and modes of transmission, whether now existing or hereinafter created; or

(vi) Solicit, induce or attempt to induce any employee or freelancer of Company to terminate his or her employment with or retention by Company. This prohibition shall survive the expiration or earlier termination of this Agreement for a period of twelve (12) months thereafter.

(vii) Enter into any advertising, marketing or promotional relationship with any advertiser or sponsor that (i) currently advertises in or sponsors any programming or other content featuring Artist on any Company Property or any website, channel or outlet of any company affiliate, (ii) was engaged in bona fide negotiations with Company

or any Company affiliate within during the twelve (12) month period immediately preceding the launch of the most recent programming or other content featuring Artist, to advertise in or sponsor programming or other content featuring Artist on any Company Property or any website, channel or outlet of any Company affiliate or (iii) advertised in or sponsored any programming or other content featuring Artist on any Company Property or any website, channel or outlet of any company affiliate, for a period of six (6) months following termination of such advertiser or sponsor's agreement with Company or the applicable Company affiliate. Artist shall also not enter into any agreements which in any way prohibit or limit any third party's rights or ability to enter into agreements or otherwise do business with Company or any Company affiliate.

(viii) Enter into any advertising, marketing or promotional relationship with any third party without the prior written consent of Company, which consent shall not be unreasonably withheld, provided that (i) actual or potential conflict between the relationship proposed by Artist and an existing or potential advertising, marketing or promotion relationship between Company and a third party with respect to any programming or other content featuring Artist (e.g. Artist seeks to enter into an endorsement deal with Pepsi while Company has an actual or potential ad sales deal to bring Coke in as a sponsor of content featuring Artist).

(b) For purposes of this Agreement, the term "Company Competitor" means (i) the companies identified on Schedule D attached hereto, as the same may be amended in writing by Company from time to time, and their respective parent and affiliated companies and (ii) any programming network or other creator or producer or lifestyle-based content for distribution on any platform (whether now existing or hereinafter devised), in any category/genre for which Company then creates or produces (directly or indirectly) content.

10. Subject to the terms and conditions set forth in Schedule E, Company encourages the development by Artist of new video content and YouTube channels (i.e., not relating to or competitive with the services being provided by Artist to Company and subject, in any event, to Company's approval which may be given or withheld in Company's sole discretion). Accordingly, Artist acknowledges and agrees that (i) the terms and conditions set forth in Schedule E shall govern the development and exploitation by Artist of any and all video content and/or YouTube channel(s) outside the scope of his or her employment by Company.

11. Any and all publicity, paid advertisements, press notices, interviews or other information with respect to any programming content or services provided by Artist hereunder shall be within Company's sole control, and Artist shall not release, issue or authorize any statements, interviews, publicity, press notices or other information relating thereto without Company's prior written consent in each instance; provided, however, that subject to Artist's confidentiality obligations as set forth herein, Artist may make accurate, incidental, non-derogatory, non-disparaging references to the services provided under this Agreement solely in Artist's biographical materials, and then only after Company has issued an initial press release or other public announcement regarding the services or applicable content. During the Term, Company shall have the

right to require Artist to make himself/herself available to participate in publicity and promotional appearances for any programming other content, or services provided by Artist hereunder, and to contribute online or mobile-based publicity and marketing related thereto, including, without limitation, through use of Twitter, Instagram, Snapchat, Facebook and other platforms, applications or devices, whether now existing or hereinafter devised.

12. Without limiting any exclusivity requirements and/or consent or approvals required in this Agreement, in the event that Artist (or any business owned or partially owned by Artist) enters into any merchandising, publishing and/or other licensing agreement (collectively, "Merchandising Agreements") for the exploitation of any items (i) designed by Artist, in whole or in part, or at Artist's direction, (ii) bearing Artist's name, image, likeness or other right of publicity, and/or (iii) bearing Artist's business name, logo or trademark, Company shall receive xxx percent (~~xx~~%) of the gross compensation or any kind, payable to Artist therefrom for the period commencing on the first day of the Term of this Agreement, and continuing through the date that is one (1) year after the later to occur of (i) Company ceases to regularly exhibit programming or other content in which Artist is featured and (ii) expiration or earlier termination of this Agreement. Artist shall render to Company periodic statements showing the calculation of all Adjusted Gross Sales Revenue and Increase in Gross Sales Revenue, which shall be accompanied by Company's share thereof, if any. Statements shall be rendered on a quarterly basis, within sixty (60) days after the end of the applicable quarter; provided, however, that no statements need be rendered for any accounting period in which no Gross Revenues are received. Company may, at its own expense, audit Artist's records relating solely hereto for the purpose of verifying the payments made to Company hereunder.

13. Artist hereby represents and warrants that (i) he/she has the right to enter into this Agreement and to grant the rights herein granted, that he/she neither has made nor will make any contractual or other commitments which would conflict with the performance of her/his obligations hereunder or the full enjoyment by Company of the rights herein granted, (ii) he/she is not entitled to receive any compensation of any kind under any union, guild or other collective bargaining agreement, or any compensation other than the compensation set forth in Schedule C hereto, and this Agreement is not and will not be subject to any claim against Company for fees or commissions by any agent or representative of Artist or any other person.

14. Artist shall indemnify and hold the Company, its affiliates and each of their officers, directors, employees, agents and representatives harmless from and against any and all claims, causes of action, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or from (i) Artist's activities and (ii) any matter involving Artist's breach of this Agreement or any representation, warranty or obligation of Artist hereunder. Except to the extent that Artist's indemnification obligations apply, Company will indemnify, defend (at Artist's request) and hold harmless Artist from and against any claims, causes of action, damages, liabilities, costs and expenses (including, without limitation, reasonable outside attorneys' fees) arising out of or from Company's development, production, distribution, modification or other exploitation of the programming or other content developed or

produced pursuant to this Agreement. The obligations under this Section shall survive the termination or expiration of this Agreement.

15. The original and continuing effectiveness of this Agreement is contingent upon Artist remaining at all times, under applicable law, eligible to perform the services contracted for hereunder in the United States and/or in any other location in which Artist may be required to perform services pursuant to this Agreement.

16. Artist's remedies in the event of a breach of this Agreement by Company shall be limited solely to the right to recover money damages, if any, in an action at law, and in no event shall Artist be entitled to terminate or rescind this Agreement or enjoin or restrain Company's exploitation of the Content and/or any results and proceeds thereof. Artist agrees that the services provided by Artist hereunder and the results and proceeds thereof are of a special, unique, unusual, extraordinary and intellectual value and character, the loss of which would cause Company irreparable harm that could not be adequately compensated by money damages in an action at law. Artist hereby expressly agrees that Company shall be entitled to seek injunctive and other equitable relief to restrain, enjoin or prevent any breach or threatened breach of Artist's obligations herein, in addition to any other rights that Company may have in equity or at law. In the event Company incurs any damages as a result of Artist's breach of this Agreement, Company shall have the right, in addition to any other remedies, to withhold and offset any payments due Artist under this or any other agreement between the parties in an amount reasonably necessary to satisfy Artist's indemnity obligations hereunder and/or any damages incurred by Company. The prevailing party in any action at law between Company and Artist shall be entitled to recover reasonable outside attorney fees and disbursements.

17. All notices required to be given hereunder shall be given in writing and sent by certified mail, courier service, express mail service or personal delivery to Company's and Artist's respective addresses as set forth in this Agreement (or such other address as a party may designate from time to time by written notice to the other party). Notices shall be deemed given (i) as of the date of receipt, with written confirmation, if delivered via courier service, express mail service or personal delivery, or (ii) five (5) days after mailing if sent postage prepaid via certified mail, return receipt requested. Notices given to Company shall be sent to the attention of _____.

18. This Agreement is a personal contract, and Artist shall not sell, transfer, assign or pledge any of Artist's respective rights, interests or obligations herein. Company shall have the right to assign or otherwise transfer this Agreement in whole or in part to any third party.

19. Such provisions that explicitly or by their nature should survive, shall survive expiration and/or termination of this Agreement, as well as termination of Artist's employment, in accordance with their terms. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, all prior understandings being merged herein. All questions with respect to this Agreement shall

be determined in accordance with the laws of the State of New York without reference to principles of conflicts of laws. Artist waives any objection that Artist might have now or hereafter with respect to jurisdiction, venue or forum. This Agreement may not be changed, modified, renewed, extended, or discharged except as specifically provided herein or by an agreement in writing signed by the parties hereto. No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of such right. A waiver by either party in any instance shall not be construed as a continuing waiver or a waiver in any other instance. If any term or provision of this Agreement is held invalid or unenforceable for any reason, such invalidity or enforceability shall not affect any other provision, and the Agreement shall be interpreted as if such term or provision had never been contained in the Agreement. An electronic version of this Agreement executed by the parties shall have the same force and effect as an original. The parties have read and understand this Agreement and have had the opportunity to consult with counsel and/or personal representatives with respect hereto. The parties acknowledge and agree that there shall be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part thereof.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

This Agreement may be executed by each of the parties hereto in separate counterparts, each of which shall be deemed to be an original and both of which taken together shall constitute one and the same Agreement. If this Agreement is not executed by Artist and received by Company on or before June __, 2017, the offer of employment contained herein shall be automatically withdrawn unless Company agrees otherwise.

Please indicate your acceptance of and agreement with the foregoing by signing where indicated below.

Very truly yours,

COMPANY

Print Name:

Title

ACCEPTED AND AGREED:

Date

ACKNOWLEDGEMENT:

I ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL AND THAT I HAVE READ AND UNDERSTAND EACH OF THE FOLLOWING ATTACHED DOCUMENTS:

Exhibit A

Acknowledgement of Intellectual Property, Confidentiality and Property Rights

Schedule B

Initial Assignment

Schedule C

Compensation

Schedule D

Company Competitors

Schedule E

Development of New Video Content and Channels

Employee Signature: _____

Employee name (print): _____

Date: _____

SCHEDULE A

ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY, CONFIDENTIALITY AND PROPERTY RIGHTS

I acknowledge that I am an employee of _____ (“Employer”), and, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, I acknowledge and agree as follows:

1) Intellectual Property Rights:

- a)** I agree that I will promptly make full written disclosure to Employer, will hold in trust for the sole right and benefit of Employer, and hereby assign to Employer, or its designee, all my right, title, and interest in and to any and all worldwide right, title and interest in and to all trademark, copyright, patent, trade secret and/or other intellectual property rights, and all concepts, designs, patterns, enhancements, discoveries, improvements, designations, know-how, works of authorship, developments, ideas and/or inventions (whether or not capable of intellectual property registration or other form of protection), which I at any time have (solely or jointly with others) created or developed or hereafter create or develop, in whole or in part, within the scope of my past, present or future employment by Employer, or using or incorporating, in whole or in part, any tangible or intangible equipment, services or any other asset(s) of Employer (all the foregoing, the “Intellectual Property”).
- b)** Without in any way limiting the foregoing, all Intellectual Property is and/or shall be deemed as “Works Made for Hire” under applicable copyright laws, and shall be the sole and exclusive property of Employer. In the event that any Intellectual Property does not qualify as a “Work Made for Hire” under the applicable copyright laws, I hereby assign (and/or upon learning of such non-qualification shall assign) to Employer any and all right, title and interest that I may now or at any time possess in or relating to such work.
- c)** I understand and agree that the decision whether or not to commercialize or market any Intellectual Property is within Employer’s sole discretion and for the Employer’s sole benefit and that no royalty will be due to me as a result of the Employer’s efforts to commercialize or market any such Intellectual Property.
- d)** I have attached hereto as Exhibit A a list describing all inventions, original works of authorship, developments, improvements and trade secrets that were made by me prior to my employment with Employer and are related to Employer’s proposed business, products or research and development, and/or are owned in whole or in part by me (“Prior Inventions”); or, if no such list is attached or if Exhibit A is unsigned, I represent that there are no such Prior Inventions. I agree that I will not incorporate, or permit to be incorporated, any Prior Invention into

an Employer product, process or service without Employer's prior written consent. Nevertheless, if, in the course of my employment with the Employer, I incorporate into an Employer product, process or service a Prior Invention, I hereby grant to Employer a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, sublicensable, worldwide license to reproduce, make derivative works of, distribute, perform, display, import, make, have made, modify, use, sell, offer to sell, and exploit in any other way such Prior Invention as part of or in connection with such product, process or service, and to practice any method related thereto.

- e) I agree to assign to the United States government all my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between Employer and the United States or any of its agencies.
- f) I shall not attempt to register, or maintain any application or registration for any Intellectual Property. During and after my employment by Employer, I shall cooperate with and assist Employer in Employer's preparation, recordation and/or prosecution of any documents relating to Employer's ownership of, or attempt to register, any Intellectual Property. I hereby irrevocably designate and appoint Employer and its agents as attorneys-in-fact to act for me in executing and filing any document to further the foregoing, with the same legal force and effect as though executed and filed by me.

- 2) Confidentiality: I understand that, in the course of my employment by Employer, I may conceive, create, review or receive information considered by Employer to be confidential or proprietary, including without limitation information or material relating to drawings, designs, products, services, fees, contacts, business plans, marketing, intellectual property, ideas, analyses, data, improvements, financial data, and customer or supplier lists ("Confidential Information"). During and after my employment: (a) I shall maintain any and all Confidential Information in strict confidence, except if and to the extent such Confidential Information has been made publicly available by another without breaching a confidentiality obligation, (b) I shall use all reasonable precautions to ensure that Confidential Information is protected from unauthorized disclosure, and (c) I shall not use any Confidential Information for the benefit of any person or entity other than Employer, and only then with Employer's prior consent.

I agree that I will not, during my employment with the Employer, improperly use or disclose any confidential or proprietary information or trade secrets of any former employer or other person or entity and that I will not bring onto the premises of the Employer any confidential or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

I recognize that Employer has received and in the future will receive from third parties their confidential or proprietary information, subject to a duty on Employer's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in

the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for Employer consistent with Employer's agreement with such third party.

- 1) Property: I agree to keep and maintain adequate and current written records of all Intellectual Property during the term of my employment with Employer. The records will be in the form of notes, sketches, drawings and any other format that may be specified by Employer. Any and all records, documents, electronic files and/or other materials which contain Confidential Information which are prepared by me or which otherwise come into my possession during the time of my employment by Employer are and shall remain the Employer's property. Upon termination of my employment by Employer, or if and when Employer may otherwise request, I shall immediately return to Employer (a) all such materials in my possession, custody or control, together with any copies thereof, and (b) any other tangible property issued to me by Employer for use during my employment, including without limitation keys, electronic devices, laptop computers and/or such property that may have been provided.

- 2) Necessary Protections: I acknowledge and agree that the agreements set forth above are reasonable and necessary for the protection of Employer's business interests, that irreparable injury will result to the Employer if I breach any of the agreements contained herein, and that in the event of my actual or threatened breach of any such agreements, the Employer will have no adequate remedy at law. I therefore agree that, in the event of any actual or threatened breach of any of said covenants, the Employer shall be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages. Neither the foregoing nor anything else in this document shall limit the Employer's monetary or other remedies for any breach of threatened breach. In the event that I leave the employ of Employer, I hereby grant consent to notification by Employer to my new employer about my rights and obligations under this Agreement.

Employee Signature: _____

Employee name (print): _____

Date: _____

SCHEDULE B

INITIAL ASSIGNMENT

Services to Perform:

As on-air talent, you will be required to perform all responsibilities and tasks as assigned by your supervisor. Without limiting the foregoing, the main requirements of your job are:

NOTE that prior approval from your supervisor is required for ANY public appearance or other media-related activity (including any social media posting using either a Company handle or a handle associated with your on-air persona).

SCHEDULE C

Compensation

SCHEDULE D

COMPANY COMPETITORS

SCHEDULE E

DEVELOPMENT OF NEW VIDEO CONTENT AND CHANNELS

Artist shall have the right to develop new video content, websites and channels subject to the terms and conditions set forth below, and provided the same does not interfere with the performance by Artist of his or her responsibilities under this Agreement and is developed without the use of Company property, equipment or materials.

1. **Right of First Refusal.** (a) During the Term and any extension thereof pursuant to Section 5 of this Agreement (the "Option Period"), Artist shall not (i) own or hold any equity or other financial interest in, (ii) perform any services for or in connection with or (iii) appear in or otherwise permit his or her name, social media handle, voice or likeness to be associated with, any video content in any medium whatsoever, whether now known or hereafter devised, unless such video or concept thereof (inclusively, an "Artist Project") is first presented to Channel Lead - Rated Red or other Company designee in writing.

(b) Company shall have a period of ten (10) business days after receipt of an Artist Project in which to notify Artist in writing as to whether Company will finance and/or acquire the rights to such Artist Project for exhibition on one or more Company Properties. In the absence of any written notification from Company within such ten (10) day period, Company shall be deemed to have declined to exercise any and all rights with respect to such Artist Project.

(c) If Company timely notifies Artist that it intends to acquire an Artist Project, then Artist shall assign, transfer and convey to Company all rights in and to such Artist Project and execute such documents as Company shall deem necessary or appropriate to effectuate the foregoing. Company shall thereupon assume any and all third-party production costs incurred on or after such date in connection with such Artist Project. The foregoing notwithstanding, if Company fails to commence production or development of an Artist Project so acquired within six (6) months after the date of its acquisition thereof, Artist shall have the right to require Company to assign, transfer and convey to Artist all rights in and to such Artist Project.

(d) If Company declines to acquire an Artist Project, Artist shall have the right to exploit such Artist Project solely by means of an Artist Website or Artist Channel (as hereinafter defined).

2. **Artist Website.** During the Option Period, Artist shall not (i) own or hold any equity or other financial interest in, (ii) perform any services for or in connection with or (iii) appear in or otherwise permit his or her name, social media handle, voice or likeness to be associated with, any website or mobile site (an "Artist Website") unless such Artist website is a party to or otherwise bound by Company's standard Website Sales Representative Agreement (the "Sales Representation Agreement"). The Sales Representation Agreement shall be coterminous with the Option Period.

3. **Artist Channels.** During the Option Period, Artist shall not (i) own or hold any equity or other financial interest in, (ii) perform any services for or in connection with or (iii) appear in or otherwise permit his or her name, social media handle, voice or likeness to be associated with, any YouTube channel unless such channel (an "Artist Channel") is a party to or otherwise

bound by a YouTube Video Sales Representation Agreement executed by Company, which shall provide for a revenue share (as determined therein) of 80-20 in favor of Company (the "MCN Agreement"). The MCN Agreement shall be coterminous with the Option Period.

4. Additional Content Investment by Company. In the event that any Artist Website or Artist Channel achieves more than xxxx subscribers, Company agrees to make a cash investment in such Artist Website or Artist Channel equal to \$xxxx (the "Content Incentive Investment"). The Content Incentive Investment shall be used solely for purposes of developing additional content and may not be used for any other purpose whatsoever.

5. Covenant Not to Compete Applies to Artist Websites and Artist Channels. For purposes of clarity and without limiting any of the foregoing, Artist acknowledges and agrees that the covenants not to compete set forth in Sections 1,9 and 10 of the Agreement shall apply to all Artist Websites and Artist Channels for the term set forth therein.