

CERTIFICATE OF AUTHORSHIP

This Certificate Of Authorship (“Agreement”) is made and entered into as of _____, 2015 by and between Axanar Productions, Inc. (“Company”), and _____ (“Contractor”) relating to Company’s engagement of Contractor to render art and graphic design services (the “Work”) for Company, for use in connection with the new media project currently entitled “Axanar” (“Picture”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree, effective as of the above-date, as follows:

1. Services: Contractor agrees to provide to Company, in accordance with Company’s instructions, the “Work” which shall specifically include but not be limited to the following: concept art, graphic design, set design and other creative services. Contractor’s services shall include, but not be limited to, creating the Work and making any and all revisions thereto as Company may reasonably request.
2. Compensation: Provided Contractor performs and completes all services required hereunder and that Contractor is not in breach or default of this Agreement, then Company agrees to pay Contractor a total amount of one Dollar (\$1) (the “Fee”) for all of the services related to the Work created by Contractor.
3. Delivery: All of the Work shall be delivered to Company in a manner which will allow Company to utilize, copy and manipulate the Work in any manner it deems appropriate.
4. Contractor hereby acknowledges and agrees that all such services and the results and proceeds thereof, including, without limitation, the Work and all ideas, notes, suggestions, characterizations, outlines, revisions, drawings, murals, sketches, diagrams, photographs, illustrations, artwork and other artistic materials, of whatever kind or nature, furnished or to be furnished, or created or to be created, by Contractor pursuant to this Agreement (all such material and all such results and proceeds being referred to collectively herein as the “Material”) will be for the purposes of the United States Copyright Law solely created by Contractor as a “work-for-hire” for Company specially ordered or commissioned by Company for use as part of the Picture with Company being deemed the sole author of the Material and the owner of all right, title and interest of every kind or nature, whether now known or hereafter devised (including, but not limited to, all copyrights and all extensions and renewals of copyrights) in and to the Material (collectively the “Rights”), with the right to make all uses of the Material and the Rights throughout the universe and all changes in the Material as Company deems necessary or desirable. Contractor further agrees that if under any applicable law (i) any of the Material fails to constitute a work-for-hire or (ii) the fact that the Material is a work-for-hire is not effective to place authorship and ownership of the Material and all Rights therein in Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to Contractor under such law (including any and all renewals, extensions and revivals thereof), Contractor hereby irrevocably and unconditionally grants, assigns and transfers to Company, free from all liens and other encumbrances, said Material and all Rights therein and, in connection therewith, any and all right, title and interest that Contractor may have in and to the Picture and any other works now or in the future created containing any of the Material.

Contractor hereby waives all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principals of law which Contractor may now or later have in the Material or the Rights. It is agreed that Contractor’s consideration for the Material is included in the compensation to be paid pursuant to this Agreement.

5. Contractor warrants and represents that Contractor has the right to execute this document and that to the best of their knowledge the Material is or shall be original with Contractor (except material in the public domain), and that the Material does not and shall not defame or disparage any person or entity or any other rights or any kind or nature whatsoever of any person or entity and is not the subject of any litigation or of any claim that might give rise to litigation. Contractor shall indemnify and hold harmless Company, and if applicable, the corporations comprising Company, and the employees, officers, directors, agents, representatives, shareholders, attorneys, assigns and licensees of each from and against all liabilities, judgments, claims, costs, damages, losses and/or expenses (including, without limitation, reasonable outside attorneys' fees and court costs, whether or not in connection with litigation) arising out of or in connection with a breach of the foregoing covenants, warranties and representations.
6. Contractor agrees to execute any documents and do any other acts consistent with this Agreement as may be reasonably required by Company or its assignees or licensees to further evidence or effectuate Company's rights as set forth in this Agreement. Copies of such documents shall be provided to the Contractor by Company. Upon Contractor's failure to do so within five (5) business days, Contractor hereby appoints Company as their attorney-in-fact for such purposes (it being acknowledged that such appointment is irrevocable and coupled with an interest), with full power of substitution and delegation. Company shall provide Contractor with copies of all documents signed by Company in Contractor's name.
7. Contractor further acknowledges that (i) in the event of any breach of this Agreement by Company, Contractor will be limited to Contractor's remedy at law for damages, if any, and will not have the right to terminate or rescind this Agreement or to enjoin the development, production, distribution, advertising or exploitation of the Work and/or Picture, (ii) nothing herein shall obligate Company to use the Contractor's services or the results or proceeds thereof in the Picture or to produce, advertise or distribute the Work and/or Picture, and (iii) this Agreement shall be governed by the laws of the State of California applicable to agreements executed and to be performed entirely therein (without reference to California choice of law principles).
8. Any dispute arising out of or in connection with this Agreement will be resolved by final and binding arbitration under the rules of the Independent Film and Television Alliance (I.F.T.A) in effect when the arbitration is filed (the "IFTA Rules"). Each party waives any right to adjudicate any dispute in any other court or forum, except that a party may seek interim relief before the start of arbitration as allowed by the IFTA Rules. The arbitration will be held in Los Angeles, California. The Parties will abide by any decision in the arbitration and any court having jurisdiction may enforce it. If any legal action, dispute, or other proceeding arises or is commenced to interpret, enforce or recover damages for the breach of any term of this Agreement (including the arbitration proceedings referred to above), the prevailing party shall be entitled to recover reasonable outside attorney's fees and costs incurred in connection with that action, in addition to costs of suit.
9. Company's rights with respect to the Material, the Work and/or Picture, and/or Contractor's services may be freely assigned and licensed to any person, firm or corporation, provided, however, if such assignee or licensee assumes any or all of Company's obligations in writing, then Company will be released from all such obligations assumed. This Agreement will inure to the benefit of Company's licensees, successors and assigns forever and will be binding upon Contractor.
10. Further, Contractor hereby agrees that Contractor shall not be entitled to seek any injunctive or equitable relief in connection with any breach or alleged breach of this agreement and Contractor's only remedy in the event of a breach shall be to seek damages. Contractor may not enjoin, restrain or interfere with the production, promotion, distribution, exhibition or exploitation of the Picture.
11. Contractor acknowledges and agrees that neither Contractor's services herein nor this Agreement shall be subject to any guild or union collective bargaining agreement and that Company is not a

signatory to any applicable union or guild agreement. The foregoing provision shall not be construed so as to violate any applicable labor laws or any of Contractor's rights to unionize thereunder.

12. Confidentiality: Contractor expressly agrees that Contractor shall not, directly or indirectly, verbally or otherwise, any time, publish, reveal, disseminate, disclose, or cause to be published, revealed, disseminated or disclosed (herein "Disclosure") any Confidential Information to any person, firm or entity whatsoever (herein "Third Parties"). "Confidential Information" shall include, without limitation, information regarding Company the business of Company, any program produced by Company, including, without limitation, any information concerning or relating to the Picture, the Picture's concept, format and/or ideas, the content of any episode of the Picture, and any other confidential and/or proprietary information relating to the Picture and/or Company and/or their respective assignees or licensees. Without limiting the generality of the foregoing, Third Parties shall include, without limitation, individuals Contractor comes into contact with (including spouses, significant others, friends, relatives and acquaintances); newspapers, periodicals, magazines, publications, television stations, radio stations, publishers, and any other enterprise involved in the print or electronic media, including individuals working directly or indirectly for or on behalf of any of said entities; and/or via any social media outlets such as Facebook and Twitter, unless such information is already in the public domain or is required by law. Contractor acknowledges Company's substantial and valuable property rights and other proprietary interests in Company's exclusive possession, ownership and use of the Confidential Information. Contractor further acknowledges that any Disclosure by Contractor to any Third Party of any Confidential Information shall constitute a serious and material breach of the terms hereof, and shall constitute, among other things, a breach of trust and confidence, a breach of fiduciary duty, invasion of privacy, a misappropriation of Company's exclusive property rights, and may constitute fraud and deceit. A breach of this Agreement shall render Contractor liable to Company for any and all damages and injuries incurred by Company as a result thereof, and shall obligate Contractor to account to Company and turn over to Company any and all monies, profits, or other consideration or benefits which Contractor derives from any Disclosure or exploitation of any Confidential Information, without prejudice to any other legal or equitable rights or remedies that Company may have as a result of a violation of the terms hereof. Contractor acknowledges and agrees that any Disclosure by Contractor to Third Parties of any Confidential Information will cause irreparable harm to Company and/or the telecaster or other exhibitor of the Picture, which damages and injuries will not be measurable or susceptible to calculation. Contractor further acknowledges and agrees that any breach or threatened breach of this Agreement due to the unauthorized Disclosure or threatened Disclosure by Contractor to Third Parties of any Confidential Information shall entitle Company to obtain an ex parte restraining order, preliminary injunction and permanent injunction preventing the Disclosure, or any further Disclosure, of any Confidential Information.

Contractor acknowledges and agrees that this Agreement shall be given full force and effect from and as of _____.

AGREED TO AND ACCEPTED BY:

Axanar Productions, Inc. ("Company")

By: _____
An Authorized Representative

AGREED TO AND ACCEPTED BY:

By: _____

Name: _____
("Contractor")