

Welcome to FILMdyne!

Below you will find our standard agreements for Independent Contractors working on FILMdyne projects.  
Please feel free to contact me if you have any questions or would like clarification on any item.

At your service,

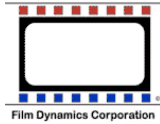
Tom

Tom Stern  
Executive Producer  
FILMdyne, LLC

[tom@filmdyne.com](mailto:tom@filmdyne.com)

Section	Description
<b>Confidentiality and Non-Disclosure Agreement</b>	FILMdyne's ideas and creations belong to FILMdyne. <i>Must be signed before seeing or discussing scripts or project plans.</i>
<b>Independent Contractor Agreement</b>	The working relationship defined.
<b>Exhibit A</b>	What you will do for FILMdyne and how you will be compensated. <i>Must be signed before any work is scheduled.</i>
<b>Work for Hire Agreement</b>	What you create while working for FILMdyne belongs to FILMdyne. <i>Must be signed before any work is scheduled.</i>
<b>Individual Release</b>	FILMdyne can use your voice and image. <i>Must be signed before production begins. No one will be allowed on a set without signing a release.</i>
<b>Policies</b>	General rules and policies.

You may not copy or use or alter these contracts without prior written permission.  
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INDEPENDENT CONTRACTOR  
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement dated as of \_\_\_\_\_, 2007, is between FILMdyne, LLC ("FILMdyne") and \_\_\_\_\_ ("Confidant").

RECITALS:

- A. FILMdyne is in the business of producing films, videos and other productions and in the performance of services related to such productions.
- B. FILMdyne and Confidant desire to discuss a possible business arrangement (an "Arrangement").
- C. In the course of discussions, Confidant may have access to FILMdyne's proprietary or confidential information.

AGREEMENT:

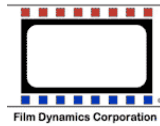
Now, Therefore, in consideration of FILMdyne's disclosure of the Confidential Information (as defined below), and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Confidential Information, Confidential Relationship.

(a) For purposes of this Confidentiality Agreement, "Confidential Information" means any of FILMdyne's confidential, secret or proprietary information, including but not limited to, products or services, personnel, procedures of operation, business or marketing plans, business methods and practices, compilations of data or information concerning FILMdyne's business, financial data, business proposals, names of FILMdyne's suppliers and customers, possible business partners and their businesses, ideas and any other information not generally known to the public.

(b) Notwithstanding 1(a) hereof, Confidential Information shall not include any information which the Confidant can prove by written documentation is:

- i. in the Confidant's possession prior to disclosure by FILMdyne hereunder;
- ii. rightfully received from a third party and not delivered directly or indirectly from any breach of a confidentiality obligation by such third party;
- iii. independently developed by the Confidant without reliance on any Confidential Information; or
- iv. disclosed after receipt by the Confidant of written permission from FILMdyne to disclose.



(c) Except as required by law, the Confidant shall not, without the prior written consent of FILMdyne, disclose to any person the fact that the Confidential Information has been made available, that the parties have entered into this Confidentiality Agreement, that discussions or negotiations are taking place or have taken place concerning a possible arrangement between FILMdyne and the Confidant, or any of the terms, conditions or other facts with respect to any such possible Arrangement, including the status thereof.

## 2. Exclusive Purpose; Obligation Not to Disclose.

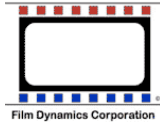
The Confidant hereby acknowledges and agrees that the Confidential Information is the sole and exclusive property of FILMdyne and any unauthorized use or disclosure of such information may cause irreparable harm to FILMdyne. The Confidant shall receive, use and consider the Confidential Information solely and exclusively for the purpose of evaluating an Arrangement and performing services for FILMdyne with respect to the Arrangement. Except to the extent the Confidant has prior written consent from FILMdyne, the Confidant shall not use the Confidential Information for its own benefit, nor duplicate in any manner or disclose to any third party the Confidential Information or any part thereof other than to the Confidant's agents and representatives (the "Representatives") having a need to know the Confidential Information in order to assist in the evaluation of a possible Arrangement. In any instance in which the Confidant discloses the Confidential Information to the Representatives, the Confidant shall inform the Representatives of the confidential nature of the Confidential Information and of the terms of this Confidentiality Agreement. The confidant shall be held responsible for any unauthorized use or disclosure of any Confidential Information (including by Representatives), regardless of the nature thereof or the identity of the unauthorized user or discloser thereof.

## 3. Return of Confidential Information.

Within five (5) days after either of the parties has notified the other in writing that it no longer wishes to discuss a possible Arrangement, the Confidant shall (i) return to FILMdyne all of the Confidential Information including any copies thereof and (ii) certify in writing to FILMdyne that it has destroyed all analyses, compilations, studies, reports or other documents prepared by the Confidant which include the Confidential Information.

## 4. Remedies.

The Confidant acknowledges that remedies at law may be inadequate to protect against breach of this Confidentiality Agreement, and hereby agrees that FILMdyne, in addition to all other remedies, shall be entitled to injunctive relief and specific performance. Confidant hereby affirmatively waives the requirement that FILMdyne post any bond, demonstrate any likelihood of irreparable damage to FILMdyne or demonstrate that any actual damages will be suffered by FILMdyne in the event of a breach or threatened breach of this Confidentiality Agreement by Confidant. FILMdyne's rights and remedies under this Section 4 are cumulative and in addition to any other rights and remedies that FILMdyne may have at law or in equity. The covenants and agreements contained in this Confidentiality Agreement shall be construed as separate covenants and agreements, and if any court shall finally determine that the restraints provided for in any such covenant and agreement are too broad as to the area, activity or time covered, said area, activity or time covered shall be reduced to whatever the



extent the court deems reasonable, and such covenants and agreements shall be enforced as to such reduced area, activity or time.

5. Governing Law

This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

6. Entire Agreement; Amendments.

This Confidentiality Agreement contains the entire agreement concerning the confidant's use and confidential treatment of the Confidential Information. No modification of this Confidentiality Agreement will be binding upon either party unless it is approved in writing by both parties.

7. Notice.

All notices hereunder shall be in writing and shall be deemed to have been given when delivered by hand, mailed by first class registered or certified mail, postage prepaid and return receipt requested, or delivered by overnight courier addressed as set forth on the signature lines hereto or at such other address as may from time to time be specified to the other party in a notice similarly given.

8. Counterparts.

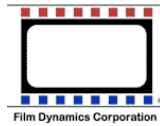
This Confidentiality Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and both of which together shall constitute one instrument.

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

("Confidant")

\_\_\_\_\_  
**FILMdyne, LLC**  
By: Thomas A. Stern  
Title: Executive Producer  
("FILMdyne")



## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2007, by and between \_\_\_\_\_ ("Contractor"), and FILMdyne, LLC, a Kentucky limited liability Company ("Company").

### RECITAL:

The Company desires to engage Contractor to provide the Company with certain services, as more particularly described herein and Contractor desires to provide the Company with such services.

### AGREEMENT:

Now, Therefore, the parties herby agree as follows:

#### 1. Engagement and Terms.

The Company hereby engages Contractor, and Contractor hereby accepts such engagement, to provide the Company those services more particularly described on Exhibit A attached hereto and incorporated herein ("Services"), upon the terms and conditions set forth herein. Unless otherwise specified on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until terminated as provided in Section 6 ("the Term").

#### 2. Nature of Relationship.

It is the intention of the parties that Contractor be and will remain throughout the Term as an independent contractor and shall be treated as such for all purposes. Contractor agrees that Contractor is not, nor will Contractor become, an employee of the Company while this Agreement is in effect. Contractor acknowledges that Contractor is not entitled to rights or benefits afforded to the Company's employees. Contractor acknowledges that Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid to Contractor by the Company for services performed under this Agreement and Contractor shall indemnify and hold the Company harmless from and against all taxes.

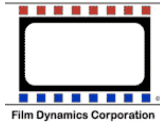
#### 3. Duties of Contractor.

Contractor shall perform the Services to the best of Contractor's ability and otherwise in accordance with highest standards and practices applicable to the Services. Additionally, when performing Services at the Company's facilities, Contractor shall abide by all rules and policies of the Company.

#### 4. Representations and Warranties.

Contractor warrants and represents that Contractor:

- i. will devote Contractor's full time skill, labor, and attention to the affairs and activities of the Company as may be required to perform the Services; and
- ii. is not in breach of, and will not during the Terms of the Agreement breach any other contract, obligation or covenant, including any non-competition agreement, that would affect Contractor's ability to perform under the



Agreement and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

**5. Compensation.**

For services rendered pursuant to this Agreement, Company shall pay Contractor the compensation described on Exhibit A.

**6. Termination of Engagement.**

This Agreement may be terminated by either party upon seven (7) days prior written notice, or immediately by the Company if Contractor breaches any provision of this Agreement.

**7. Payments Upon Termination of Engagement.**

Upon termination or expiration of the Term, Company shall pay to Contractor any accrued or unpaid fees due and owing to Contractor through the date of termination.

**8. Indemnification.**

Contractor hereby agrees to and shall indemnify Company from and against any and all claims, actions, causes of actions, damages, costs, judgments, fines, and costs and expenses of any nature whatsoever, including, without limitation, attorney's fees, arising out of or connected with, directly or indirectly, (i) any breach by Contractor of any of Contractor's obligations hereunder, or (ii) any claims for bodily injury (including death) or property damage caused by Contractor in the performance of Services.

**9. Notice.**

Any notice required or permitted to be given hereunder shall be sufficient in writing, and if personally delivered or sent by registered mail to the party's last known address.

**10. Governing Law.**

This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.

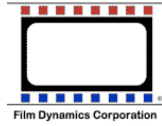
**11. Complete Agreement.**

This Agreement, along with that certain Work for Hire Agreement dated \_\_\_\_\_, 2007, and that certain Confidentiality and Proprietary Rights Agreement dated \_\_\_\_\_, 2007 each between the parties hereto and each of which is incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any prior or contemporaneous agreements or arrangements between the parties pertaining to the subject matter hereof.

In Witness Whereof, the parties have entered into this Agreement as of the date first written above.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
("Contractor")

\_\_\_\_\_  
**FILMdyne, LLC**  
By: Thomas A. Stern  
Title: Executive Producer  
("Company")

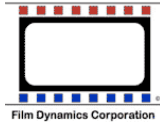


INDEPENDENT CONTRACTOR AGREEMENT  
EXHIBIT A

Description

Services

Compensation



INDEPENDENT CONTRACTOR  
WORK FOR HIRE AGREEMENT

This Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 2007 by and between FILMdyne, LLC a Kentucky limited liability company ("FILMdyne") whose address is 2237 Guilford Lane, Lexington, Kentucky 40513; and \_\_\_\_\_, an individual or company with an address of \_\_\_\_\_ ("Contractor").

RECITALS:

FILMdyne does hereby engage Contractor to provide the following services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the "Services").

AGREEMENT:

Now, Therefore, the parties hereby agree as follows:

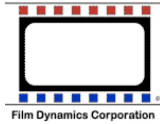
1. Work for Hire. For good and valuable consideration, the receipt of which is hereby acknowledged, Contractor acknowledges and confirms that any intellectual property rights of whatever kind created by, relating to, or obtained through performance of the Services shall belong to FILMdyne and at all times shall be regarded as a "work made for hire" as that term is used in the United States' copyright laws, and that all copyrights in and to such intellectual property belong to FILMdyne.

2. Assignment. If the Services or any work constituting a part of the Services is deemed for any reason not to be a work made for hire, Contractor hereby assigns, grants, and delivers, exclusively unto FILMdyne, all right, title, and interest in and to the intellectual property, including all copyrights therein, related to such work and the Services. Contractor agrees to waive all moral rights relating to the work developed or produced from the Services, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modification.

In Witness Whereof, the parties have entered into this Agreement as of the date first written above.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
("Contractor")

\_\_\_\_\_  
**FILMdyne, LLC**  
By: Thomas A. Stern  
Title: Executive Producer  
("FILMdyne")



INDIVIDUAL RELEASE

This Individual Release (the "Release") is entered into as of \_\_\_\_\_, 2007, by and between FILMdyne, LLC, a Kentucky limited liability company ("FILMdyne) whose address is 2237 Guilford Lane, Lexington, Kentucky 40513; and \_\_\_\_\_ ("Individual").

RECITALS:

A. FILMdyne intends to produce \_\_\_\_\_ ("Material").

B. Individual agrees to release certain rights in exchange for the possibility of appearing in the Material.

AGREEMENT:

Now, Therefore, Individual hereby agree as follows:

I hereby grant in perpetuity FILMdyne, its successors, assigns, licensees, permission to record, film, tape, video tape, photograph, broadcast (whether by wire, satellite, or any other means whatsoever) me, my likeness, and my voice, and to reproduce and/or simulate my voice and picture, and to use, modify, and/or simulate my name, picture, and voice in and in connection with the Material and in connection with the broadcast, distribution, exhibition, televising, advertising, promotion, and exploitation thereof, in any manner whatsoever, at any time in any and all media in any part of the world. Individual waives the "moral rights" of authors and assign such rights to FILMdyne to the extent permitted by law.

2. This grant is irrevocable so that FILMdyne may proceed in reliance on it. There shall be no obligation of FILMdyne to use my likeness in the Material or to produce, release or continue the distribution of Material.

In Witness Whereof, Individual has entered into this Release as of the date first written above.

\_\_\_\_\_  
Individual's Name (Printed or Typed)

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Social Security Number

(\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Telephone

\_\_\_\_\_  
email

\_\_\_\_\_  
Signature

Date Signed \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

**Received By:**

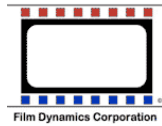
\_\_\_\_\_  
\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

**FILMdyne, LLC**

By: Thomas A. Stern

Title: Executive Producer

("FILMdyne")



## Policies

### General Policies

1. Everyone signs the contracts, in advance, or they don't work. No exceptions!
2. Everyone signs a release, in advance, or they can't be present at a shoot. Everyone. Not just cast. Crew, visitors, assistants. Everyone.
3. No sex. No drugs. No defamatory subjects. No pornography.
4. No foul language off script. TV Broadcast-safe language per project requirements.
5. No minors allowed except by prior arrangement with the Producer.
6. No animals.
7. Everyone gets paid. Compensation is in the contract. If you don't think the compensation is fair, then don't sign the contract. Once the contract is signed, FILMdyne will not re-negotiate the contract.
8. FILMdyne is a wholesome Family Entertainment company. Any involvement that could potentially be defaming to FILMdyne, including engaging in illegal or inappropriate behavior will result in immediate termination of all contracts.

### Location Policies

1. No smoking. No spitting. No foul language. You represent the company when you are on location.
2. No sex, drugs, alcohol, or weapons of any kind.
3. Arrive at the agreed time and leave by the agreed time.
4. Clean up after yourself.
5. If you break it, you bought it.
6. Don't do anything dangerous. Don't hurt yourself or anyone else.
7. Don't show up sick.
8. Don't leave the production location unescorted or without permission.