**EXHIBIT “A”**

**STANDARD TERMS AND CONDITIONS**(Work for Hire)

1. Standard Production Agreement.  These Standard Terms and Conditions control the Standard Production Agreement (“**SPA**”) attached hereto between Client and Producer and govern any services provided by Producer to Client (the “**Services**”) in connection with the work designated in Section A of the SPA (the “**Work**”). Any capitalized terms in these Standard Terms and Conditions which are not defined herein shall have the definitions set forth in the SPA.  The SPA, these Standard Terms and Conditions, the “Bid Estimate” (as defined in the SPA), the “Production Calendar” (as defined below), and any Riders attached to and incorporated into the SPA shall be collectively referred to as the “**Agreement**”.
2. Deliverable Work; Schedule.  Producer shall deliver to Client the Work in the form and formats requested by Client (the “**Deliverables**”) and according to a commercially reasonable schedule (the “**Production Calendar**”) as agreed in writing by the parties in the Bid Estimate.  The Production Calendar is subject to change upon mutual written approval by the parties.  The Work and Deliverables shall be of first class quality, artistically produced with direction, photography, sound, art, animation, synchronization and other physical and aesthetic content of a technical quality equal to current standards for sound motion pictures of similar character and purpose and will materially conform with all technical requirements specified by Client in the Bid Estimate.  Any additional deliverables requested by Client that are not otherwise contemplated in the Bid Estimate shall require further payment(s) by Client, as mutually agreed to by Client and Producer, in addition to the Contract Price set forth in the SPA.
3. Relationship of the Parties.  It is understood that Producer’s status under this Agreement is that of an independent contractor and that all persons engaged by Producer in performing its obligations shall not be deemed employees of Client. Producer shall make whatever payments may be due such persons and will comply with all governmental regulations. All rights, benefits, privileges and properties under this Agreement are vested in and are for the benefit of Client.  Nothing contained herein shall constitute a partnership between or by the parties hereto or constitute either party the agent of the other.  Neither party shall hold itself contrary to the terms of this Paragraph 3 and neither party shall become liable for any representation, act or omission of the other contrary to the provision hereof.
4. Obligations of the Parties.
   * + 1. Of Client.  Client shall supply to Producer all scripts, storyboards, product props, production notes, digital assets, digital shots, music, talent, creative guidance/supervision, and related clearances, unless otherwise agreed in writing by the parties in the Bid Estimate.  Client shall deliver all materials required to be delivered by Client pursuant to the Bid Estimate, including, without limitation, any of the foregoing required to be delivered, or actually delivered, by Client (the “**Client-Supplied Materials**”) prior to the commencement of Services and in such a manner so as to not frustrate Producer’s ability to timely produce the Deliverables and/or the Work or to render the Services in accordance with the Production Calendar.  The parties acknowledge that the Client-Supplied Materials may include, without limitation, talent, scripts, storyboards, artwork, product, voice and music tracks, musical compositions, technical specifications or any other material which is the basis for or incorporated into the Work and/or the Deliverables, or otherwise used in connection with the Services.
       2. Of Producer.  Producer shall perform all Services necessary to produce the Work and supply all Deliverables in keeping with the requirements of Section A in the SPA.  In addition, Producer shall deliver to Client all reasonably necessary consents, waivers or releases from all persons or entities who have rendered services to Producer in connection with the Work, including without limitation performing talent, to the extent permissible by applicable union or guild agreements.
5. Ownership of the Work.
   * + 1. The results and proceeds of the Services hereunder, and any and all contributions made in connection with the Work in whatever stage of creation or completion (and the services of any individual who renders services for Producer in connection with the Work) (the “**Results and Proceeds**”), including without limitation all outtakes, work tapes, storyboards, and scripts and all other material composed, submitted, added, created or interpolated by Producer hereunder, which Producer acknowledges may have been or may be rendered in collaboration with others, shall be deemed a work-made-for-hire for Client prepared within the scope of Producer’s employment and/or as a work specifically ordered and/or commissioned by Client for use in an audio-visual work, and therefore, Client shall be the author and exclusive copyright owner thereof for all purposes throughout the universe, with the exception of any intellectual property rights, including without limitation copyright rights, that have been licensed from third parties for use in connection with the Work.
       2. If under applicable law the foregoing is not effective to place authorship and ownership of the Results and Proceeds and all rights therein in Client, then by way of assignment and transfer of present and future copyright and otherwise, Producer hereby irrevocably sells, transfers, grants, and assigns to Client, all of its right, title and interest therein, whether now in existence or hereafter created, including, without limitation, all rights of ownership and authorship in and to the Results and Proceeds and all elements and versions thereof (including all physical elements in which any such Results and Proceeds may be embodied), throughout the universe and in perpetuity, and Producer acknowledges and agrees that it shall hold no right, title, or interest in or to any such items.  All rights granted to Client shall vest in Client immediately upon creation without reservation, condition or limitation and shall remain vested whether or not this Agreement is terminated for any reason.  No rights of any kind in and to the Results and Proceeds are reserved to or by Producer or shall vest in or revert to Producer.  Producer waives Producer’s so-called “moral rights,” if any, and Client shall have the right to add to, subtract from, rearrange, change the title of and edit the Work and dub or subtitle the Work as Client may determine in its sole discretion.
       3. Producer will execute and deliver any documents reasonably necessary to perfect or effectuate any of Client’s rights in and to the Results and Proceeds under this Agreement.
       4. Notwithstanding anything to the contrary contained herein, if the “ALL” box in Section A of the SPA has not been checked, Client may display, distribute or otherwise use the Work only in or through those specific channels of media distribution selected in Section A of the SPA (the “**Distribution Channels**”).  If the “ALL” box in Section A of the SPA has not been checked, then in the event that Client may wish to exploit the Work in any other channels of media distribution other than the Distribution Channels, the parties shall negotiate in good faith the terms of an “Additional Exploitation Rider” (which must be signed by the parties and attached to this Agreement as an Exhibit hereto) to determine what additional consideration shall be paid by Client to Producer for the right to so exploit the Work, and Client shall not have the right to so exploit the Work until the applicable Additional Exploitation Rider has been executed and such additional consideration has been paid to Producer.  If the “ALL” box in Section A of the SPA has been checked, then Client may exploit the Work in all of the channels of media distribution as set forth in Section A of the SPA.
       5. Notwithstanding the foregoing, Producer owns and will retain all right, title and interest in and to any software or programming tools, both in object code and source code form, or any other special processes which Producer had already developed or licensed from a third party prior to the term of this Agreement, or which Producer creates pursuant to this Agreement in order to render the Services and/or create the Work, whether in whole or in part (“**Producer’s Tools**”), in perpetuity and throughout the universe (“**Producer’s Rights**”).  By way of example, Producer’s Tools may include pre-existing underlying software and other technology, routines, sub-routines, and algorithms, and any and all intellectual property rights therein.
6. Confidentiality.  The parties hereto acknowledge that they may receive from the other information of a confidential and/or sensitive nature, including, without limitation, processes, technologies and methods (“**Confidential Information**”), in the process of producing the Work.  The parties will use commercially reasonable efforts to keep confidential all of the other’s Confidential Information that is clearly marked as “Confidential.”  Each party shall, at the other’s reasonable written request, require independent contractors engaged by such party in connection with the production of the Work to sign appropriate agreements to keep confidential any Confidential Information; provided, however, that such party and its contractors and/or employees may disclose such Confidential Information as may be necessary for such party to perform its duties under this Agreement.
7. Bid Estimate/Adjusted Specifications.  Producer shall issue the Bid Estimate describing the details of the Services and the Deliverables to Client prior to commencing the Services.  The “Contract Price” defined and set forth in the SPA shall incorporate the cost of the Services as outlined in the Bid Estimate.  The Contract Price shall be considered a “firm bid” (as that term is commonly used), but Client may request reasonable changes to the script(s) or storyboard(s) for the Work or to any material or work in progress while Producer is providing the Services.  Producer shall use commercially reasonable efforts to accommodate such requests.  The parties expressly acknowledge that any such changes requested will result in additional costs to Client above the Contract Price.  Producer shall notify Client of such additional costs before any such costs are incurred and Producer shall proceed with such changes only after receiving approval from Client.  Client shall be responsible for all additional costs incurred under this Paragraph 7, and such additional costs shall be paid to Producer at the time the final payment of the Contract Price is due (as set forth in the SPA), or at such other time agreed to between the parties in writing.
8. Representations and Warranties.
   * + 1. Of Producer.  Producer represents and warrants as follows, except with respect to any Client-Supplied Materials:  (i) Producer has full right to enter into this Agreement and to perform its obligations hereunder; (ii) Producer will comply with all applicable Federal, State and Local Laws, ordinances and regulations and with all applicable union agreements to which Producer is a signatory; (iii) upon delivery to Client of the Deliverables, all union production payroll for individuals contracted by Producer (e.g. IATSE, DGA, Teamsters) shall have been paid in accordance with the union contracts to which the Producer is a signatory, if any; and (iv) upon delivery to Client of the Deliverables, all payment for any performances, appearances and services contracted by Producer and rendered in connection with the Work shall have been paid.
       2. Of Client.  Client represents and warrants as follows:  (i) Client has full right to enter into this Agreement and to perform its obligations hereunder; (ii) Client shall pay all session fees for SAG, AFTRA, and AF of M on-camera or off-camera performances, and will discharge all obligations imposed upon employers under any federal, state or local laws for worker’s compensation, unemployment compensation insurance, social security tax, state disability tax, payroll taxes and residual payments; (iii) Client hereby represents and warrants that it is the owner of all right, title and interest, including without limitation copyright and trademark rights, in and to any and all Client-Supplied Materials, and that Producer’s use of any and all of the Client-Supplied Materials in connection with its obligations pursuant to this Agreement shall not constitute a violation of any rights of any third party; (iv) Client will comply with all applicable Federal, state and local laws and regulations regarding substantiation of claims, comparative advertising and trade practices; and (vii) Client is not prohibited or otherwise prevented from entering into and performing this Agreement by any other contracts, agreements or other understandings with any third party or parties.  Client is the contracting party (employer) for said talent.  In addition, all talent union contracting forms and the filing thereof with various union offices, in connection with such talent, is the direct responsibility of the Client.
9. Delivery.  Delivery of the Deliverables shall mean delivery by Producer of dailies, negatives, positive prints, video tapes, sound tracks “as recorded,” digital files, digital assets, digital shots, high definition video and such other material as specified herein to the Client or to a third party as set forth in the Bid Estimate, at which time Producer shall be released from any and all liability or responsibility in connection with the Deliverables.
10. Payment.  Client shall make all payment(s) due to Producer under this Agreement on time and in full.  In the event that Client fails to pay any amount due, Client shall be charged (at Producer’s sole discretion) an amount equal to the current prime rate plus two percent (2%) (as indicated by Producer’s bank at the applicable time) on unpaid amounts until paid, compounded monthly.  Client acknowledges and agrees that it has no right to exploit the Work in any manner until Producer has been paid in full.  Producer shall have the right in its sole discretion to suspend the Services and/or withhold some or all Deliverables pending receipt of outstanding payment from Client.
11. Indemnification.

(a) Producer shall at all times indemnify and hold Client and its successors, assigns, licensees and distributors and their respective shareholders, directors, officers, employees and agents harmless from and against any and all third party claims, demands, damages, losses, actions, causes of action, liabilities, costs and expenses, including reasonable outside attorneys’ fees (collectively, “**Losses and Expenses**”) (i) arising out of any breach by Producer of any representation, warranty, covenant or other provision hereof made by Producer, and/or (ii) asserted by or on behalf of any person or entity by reason of any breach of contract or tort committed by Producer, including, without limitation, Producer’s malfeasance and/or gross negligence and/or intentionally tortious acts committed by Producer.  Client shall promptly notify Producer in writing of each such claim.

(b) Except as to matters covered under Producer’s indemnification obligations hereunder, Client shall at all times indemnify and hold harmless Producer and its successors, assigns, licensees and distributors and their respective shareholders, directors, officers, employees and agents, from and against any and all Losses and Expenses (including reasonable outside attorneys’ fees and costs):  (i) arising out of the exploitation of the Work and/or the sale, marketing, consumption and/or use of any product or service featured in the Work; (ii) arising out of any breach by Client of any representation, warranty, covenant or other provision hereof made by Client (including without limitation, the obligation to make payments in a timely manner hereunder), or (iii) asserted by or on behalf of any person or entity by reason of any breach of contract or tort committed by Client, including, without limitation, Client’s malfeasance and/or gross negligence and/or intentionally tortious acts committed by Client.  Producer shall promptly notify Client in writing of any such claim.

1. Limit on Damages.  Except for third-party indemnification obligations hereunder, Producer shall not be liable for any damages exceeding the amount of the Contract Price, and in no event, shall Producer be liable for exemplary, punitive, incidental, speculative or consequential damages, including lost profits or wages, arising out of this Agreement, or the breach of any term, covenant, representation, warranty, or obligations contained herein.
2. Tax Liability.  Any sales tax, use tax, or other tax payable on production and delivery of the Work to Client (other than sales tax arising from Producer’s purchases of materials or supplies in connection with the production) shall be the responsibility of Client who shall pay, defend and hold harmless Producer from payment of any such taxes.
3. Assignment.  This Agreement may not be assigned by either party without the written consent of the other.
4. Insurance.
   * + 1. If Producer is responsible to provide production insurance for said Work, as set forth in Section E of the SPA, the following coverage shall apply:
          1. Producer shall obtain, pay for and maintain during the term hereof:

Workers Compensation and Employers Liability for Producer’s employee(s) at the site and time of production.

Commercial General Liability in an amount not less than $1,000,000 combined single limit for bodily injury and property damage at the site and time of production.  Producer shall add the Client as an “additional insured” on Producer’s Commercial General Liability policy, but only with respects to actions/operations of the Producer and/or Producer’s personnel.

Film Production Package Policy consisting of Negative Film and Videotape (including but not limited to film, tape, disk or other medium or device used to record or store sounds or images and/or information contained within); Faulty Stock, Camera and Processing; Props, Sets and Wardrobe; Extra Expense; Miscellaneous Equipment; Third Party Property Damage; Monies and Securities; and Office Contents.  The Negative Film and Videotape limit shall be sufficient to replace the elements paid for by the Producer during the original shoot against covered causes of loss.  The Props, Sets and Wardrobe and Miscellaneous Equipment limits shall be sufficient to replace any damaged property.  If the Client desires for the Producer to insure types of losses not listed above and/or production costs items originally paid for by the Client such request must be made in writing prior to the commencement of production, and Client shall reimburse Producer for any additional premiums arising from the request for such additional insurance.

Automobile Insurance covering vehicle(s) owned, borrowed and/or rented by the Producer during the course of production.  Such coverage shall be in an amount not less than $1,000,000 for bodily injury and/or property damage and provide comprehensive and collision coverage.

Umbrella Liability in an amount not less than $4,000,000 combined single limit for bodily injury and/or property damage.

Errors and Omissions Liability in an amount not less than $1,000,000 for claims arising from a single occurrence and $3,000,000 for all claims in the aggregate.  If coverage is purchased on a claims made basis there shall be a three year reporting provision.

Group Travel Accident covering union requirements.

* + - * 1. Producer shall at the written request of Client provide copies of Certificates of Insurance evidencing compliance with required insurance coverage as specified in Paragraph 15.A(1)(A)-(G) above.
        2. Client shall obtain, pay for and maintain Professional Liability (Errors and Omissions Liability) insurance covering all intellectual property right infringement(s) arising from any and all uses of the Work.  Furthermore, Client shall indemnify, defend and hold harmless Producer from any and all claims, demands, actions including defense costs and attorney’s fees with respect to any and all claims arising from any and all uses of the Work except for the Producer’s failure to secure releases for Producer-supplied location(s), Producer-supplied set decoration(s) and Producer-supplied talent.
        3. Each party agrees to promptly give the other party written notice of any such claim.
        4. If any additional insurance is necessitated in connection with the Services and/or the Work in addition to the coverage outlined in Paragraph 15.A(1)(A)-(G)above, special coverage shall be obtained at Client’s sole expense.  Client hereby acknowledges that unless requested by Client in writing, Producer is only providing insurance coverage as outlined in Paragraph 15.A(1)(A)-(G)above.
      1. If Client is providing production insurance for the Work, as set forth in Section E of the SPA, Producer will be notified as such in writing prior to the execution of this Agreement.
         1. Client will obtain and maintain insurance coverage as outlined in Paragraph 15.A(1)(B)-(G) above at no cost to Producer and name Producer and any loan out companies identified by Producer as a “named insured” on said policies prior to the commencement of the Services, and shall provide a certificate of such insurance coverage to Producer.  All Client-supplied insurance will be deemed to be the primary coverage and issued on a non-contributory basis.  Client’s Umbrella Liability limit will be $19,000,000.
         2. Client will provide a supply of Certificates of Insurance and/or have Certificates of Insurance issued on behalf of the Producer and any loan out companies, as applicable.
         3. Client will be responsible for any additional insurance premiums resulting from the need to purchase special coverage not provided by the coverage enumerated in Paragraph 15.A(1)(A)-(G) and any and all deductibles associated with Client’s insurance coverage.
         4. Client shall obtain, pay for and maintain Professional Liability (Errors and Omissions Liability) insurance covering all intellectual property right infringement(s) arising from the Underlying Materials.
         5. Each party agrees to promptly give the other party written notice of any such claim.
         6. Client will indemnify, defend and hold harmless Producer and any loan out companies identified by Producer, as applicable, for any and all claims, demands, actions including defense costs and attorney’s fees for claims arising from the Work and the failure of Client’s insurance coverage to be as broad as Producer’s coverage.

1. Contingency and Weather Days.
   * + 1. A “**contingency day**” is any day during which a production is scheduled in connection with the Work and has been prevented from occurring due to circumstances beyond the control of Producer.
       2. Circumstances that will justify a contingency day may include but shall not be limited to:
          1. Weather conditions (e.g., rain, fog, sleet, hail, or any adverse condition that is not consistent with the prescribed shooting conditions desired by Client);
          2. Injury, illness, or the failure of Client to deliver or cause to be delivered any Client-Supplied Materials (including key talent, color correct products); and
          3. An event of “Force majeure”; an event of “**Force majeure**” shall be defined as any event beyond Producer’s control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Producer’s control.
       3. In the event of a contingency day, Client shall be obligated to pay any additional costs incurred in connection with such contingency day.  A contingency day may result in a “**Client Approved Additional Day**”, which shall be defined as any additional day(s) required to complete the Work that is/are approved by Client.  Producer will provide Client with a contingency day cost which Client must approve prior to Producer proceeding with any such Client Approved Additional Day (for clarification, Producer shall have no obligation to proceed unless and until Client approves any such Client Approved Additional Day), and such contingency day cost shall be paid to Producer at the time the final payment of the Contract Price is due (as set forth in the SPA), or at such other time agreed to between the parties in writing.
       4. Producer acknowledges its obligation to minimize contingency day liabilities in accordance with accepted industry cancellation practices.
       5. If a Client-Approved Additional Day is requested, Producer will quote the maximum exposure figure (a “not to exceed” figure) as a contingency day cost.  This will be a cost-per-day amount.  However, the maximum exposure amount will not include the cost of premiums for crew or suppliers (for example, should the contingency day fall on a weekend, holiday or premium day based on consecutive employment).
2. Cancellation and Postponement.  “**Postponement**” is defined as a rescheduling of the Services to a later specific date caused or directed by Client.  “**Cancellation**” is defined as a total cancellation of the Services.  If Producer blocks out a specific period of time to render the Services, then Producer will not have to make any further efforts to mitigate any damage caused from Client’s Postponement or Cancellation.
   * + 1. Upon Client’s Cancellation, Client shall promptly pay to Producer the full amount of the “Professional Fees” and all out-of-pocket costs incurred, collectively, by Producer in connection with the Services and the Work up through the date of Cancellation (the “**Cancellation Fees**”).  The “**Professional Fees**” shall be defined as the total of all professional fees as set forth in the Bid Estimate, including, without limitation, production fees, creative fees, director fees, producer fees, writer fees and any and all labor and facilities fees attributable thereto, as applicable.
       2. Upon Client’s Postponement, Client shall promptly pay the Cancellation Fees.  If Client and Producer should resume Services following Client’s Postponement, the parties will further negotiate in good faith with respect to any additional fees, costs or other payments that may be required in connection with the post-Postponement Services.
3. Publicity.  Unless specifically notified in writing by Client, Producer shall have an irrevocable license to use the Work for promotional purposes.
4. Equal Opportunity.  In connection with its performance hereunder, Producer will comply with all laws with respect to discrimination against any employee or applicant because of race, religion, sexual orientation, color, sex, national origin, age, disability, or any other factor protected by federal, state or local law.
5. Applicable Law. This Agreement shall be interpreted and governed by the local laws of the jurisdiction where Producer is located as set forth in the SPA.  In the event of any dispute arising out of this Agreement, each of the parties hereto irrevocably agrees that the state and federal courts located in city or county of Producer’s primary location shall have exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, and each hereby waives any claim that it is not subject personally to the jurisdiction of said courts or that any such suit or other proceeding is brought in an inconvenient forum or improper venue.
6. Entire Agreement; Modification. The SPA, these Standard Terms and Conditions, and any Riders and/or Exhibits attached hereto shall constitute the entire agreement between Producer and Client with respect to the Work.  Any amendment hereto must be in writing and signed by each party.  In the event that any provision herein is determined to be invalid or otherwise unenforceable or illegal, this Agreement shall otherwise remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable or illegal provision were not contained herein.