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ART DIRECTOR AGREEMENT

This Agreement (“**Agreement**”) is made and entered into as of [REDACTED]
[REDACTED] (day/month/year) **BETWEEN:**

- (A) [REDACTED] (name) of [REDACTED]
[REDACTED] (address)
 (“**ProdCo**”)
- (B) [REDACTED] (name of service company) of [REDACTED]
[REDACTED]
(address) (the “**Service Company**”); and
- (C) [REDACTED] (name) of [REDACTED]
[REDACTED] (address) (the “**Art Director**”); and

(hereinafter referred to individually as “**Party**” and collectively as “**Parties**” , and the Service Company and the Art Director hereinafter referred to collectively as the “**Art Director Parties**”)

RECITALS:

(A) ProdCo wishes to engage Service Company to loan-out the Art Director as art director in connection with the production of the film currently titled [REDACTED] (name of the film project) (the “**Feature Film**”).

(B) The Service Company and the Art Director accept such engagement upon the terms and conditions set out herein.

OPERATIVE PART:

1. Interpretation

1.1 In this Agreement, unless the context requires otherwise, the following expressions have the following meanings:

“**Art Director**” means art director of a copyright film;

“Copyright Ordinance”	means the Copyright Ordinance (Chapter 528 of the Laws of Hong Kong);
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Intellectual Property Rights”	means patents, copyright, design rights, trademarks, service marks, trade names, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights (of whatever nature and wherever arising, whether now known or hereafter created) and in each case whether registered or unregistered and including applications for the grant of any such rights;
“Licensed Property”	means any property which is available publicly or which is or was specifically produced or created in relation to services other than services provided or to be provided by the Art Director Parties to ProdCo under this Agreement and which is incorporated or used in the Works or otherwise used by the Art Director Parties (except where it is supplied by ProdCo) in the performance of this Agreement.
“moral rights”	means the rights set out in Division IV of Part II, and Part III A of the Copyright Ordinance;
“performance”	has the meaning ascribed to it under Section 200 of the Copyright Ordinance, provided by the performers in or in relation to the Works and the Licensed Property;
“performer”	has the meaning ascribed to it under Section

200(2) of the Copyright Ordinance;

“person” means any individual, corporation, firm or unincorporated body;

“Works” includes but is not limited to all works of authorship, scripts, screenplay, music, lyrics, songs, soundtracks, sound recordings, diagrams, drawings, animated drawings, storyboard, pictures, photographs, films, images, set and art designs and other designs, artworks, expression of ideas or information, themes, plots, stories, characterizations, dialogue, writings, rewrites, changes, additions, deletions, titles, subtitles translation, synchronization, doubling, dubbing, performance, models, documents, and other things and materials collected, compiled, contributed, developed, produced or created by the Art Director Parties (whether individually or jointly with ProdCo) in relation to and/or in the course of the performance of the services of the Art Director Parties under this Agreement.

- 1.2 Unless the context requires otherwise, words importing the singular include the plural and vice versa, and words importing a gender include every gender.
- 1.3 References to an enactment, order, regulation or similar instrument shall be construed as references to the enactment, order, regulation or instrument in force, as amended by any subsequent enactment, order, regulation or instrument.
- 1.4 In construing this Agreement and any other agreement or arrangement entered into for the purpose of and/or in relation to and/or in the course of the performance of the services of the Art Director Parties under this Agreement, the provisions in this Agreement shall be construed as unconditional and without qualification, restriction or diminution other than as expressed in this Agreement, and fundamental to and of the essence of the agreement(s) between the Parties

hereto relating to the matters set out in this Agreement, and shall override a different intention arising from other terms or provisions (whether express or implied) in other agreements or arrangements (whether legally enforceable or not) affecting the Parties hereto or any other persons PROVIDED that if such other terms or provisions are more favourable or beneficial to ProdCo than the provisions in this Agreement, such other terms or provisions shall prevail but only to the extent they are more favourable or beneficial.

- 1.5 For the avoidance of doubt, “**ProdCo**” in this Agreement includes [REDACTED] (Name of Production Company) and its authorized representatives and users, successors and assigns.
- 1.6 Headings herein are used solely for convenience and shall not be deemed to affect in any manner the meaning or intent of this Agreement or any provision hereof.

2. Conditions Precedent

All of ProdCo’s obligations hereunder are subject to and conditional upon the following:

- 2.1 ProdCo’s receipt of this Agreement fully executed by the Art Director Parties; and
- 2.2 ProdCo’s receipt of an executed agreement in a form approved by ProdCo concerning the acquisition of the screenplay written by [REDACTED] (name of the scriptwriter) (“**Writer**”) to be used as the basis for the Feature Film (the “**Writer Agreement**”). Specifically, the Writer Agreement must grant ProdCo the worldwide rights in all media to develop and produce the Feature Film.

3. Engagement

ProdCo hereby engages the Service Company to provide the services of the Art Director to render exclusive services for ProdCo as the art director of the Feature Film.

4. Reimbursement of Development Expenses

Upon satisfaction of the conditions precedent set out in Clause 2, ProdCo shall reimburse the Service Company for the Service Company's previously incurred third-party out-of-pocket development expenses **up to a maximum of \$** [REDACTED] in connection with the development of the Feature Film promptly following ProdCo's receipt from the Service Company of verifiable documentation substantiating such expenses to ProdCo's satisfaction.

5. Term

The term of the Art Director's engagement hereunder shall commence on or about [REDACTED] (start date in day/month/year) ("**Start Date**") and shall continue thereafter for so long as ProdCo shall require the services of the Art Director in connection with the preparation, production, post-production and completion of the Feature Film. Services shall be rendered on an exclusive basis commencing [REDACTED] weeks prior to the commencement of principal photography. The Art Director shall provide art director services for:

- (i) [REDACTED] weeks of pre-production; and
- (ii) [REDACTED] weeks of principal photography

plus any additional period of time during which ProdCo requires the Art Director's services in connection with the Feature Film (collectively as the "**Term**").

6. Services

6.1 The Art Director shall render all services and use the standard of care and skill typically exercised by or customarily required of a art director of a major motion picture project including without limitation sketch, draft, design, build, make and mend the art design of the Feature Film as, when and where required by ProdCo.

6.2 At ProdCo's request, the Art Director shall render additional services in connection with art design of the Feature Film and also, upon ProdCo's request, after the Term, all without additional compensation.

7. Loan Out

- 7.1 The Art Director's services hereunder are furnished through the Service Company. The Service Company and the Art Director hereby represent and warrant that the Art Director is under a contract of employment with the Service Company for a term extending at least until the completion of all services required of the Art Director hereunder which contract gives the Service Company the right to cause the Art Director to perform the Art Director's services hereunder and to loan or furnish the exclusive services of the Art Director to ProdCo as herein provided.
- 7.2 The Service Company hereby agrees to cause the Art Director to render all of the Art Director's services hereunder, and hereby represents, acknowledges, warrants and agrees to in the same manner all matters and things that the Art Director represents, acknowledges, warrants and agrees to herein. The Service Company and the Art Director agree that in the event of any breach or threatened breach of this Agreement by the Service Company or the Art Director, ProdCo shall be entitled to take action against either or both of the Service Company and the Art Director.
- 7.3 The Art Director agrees to look solely to the Service Company for all compensation hereunder and the Service Company shall be solely responsible for deducting, withholding and/or remitting any income taxes and any other amounts required to be deducted, withheld and/or remitted by an employer from the compensation of an employee. The Service Company and the Art Director hereby agree to indemnify and hold harmless ProdCo, its successors and assigns, from and against any and all claims, liabilities, judgements, losses, damages, costs and expenses, including penalties, interest and reasonable attorneys fees and costs, which may be obtained against, imposed upon or suffered by ProdCo or which ProdCo may incur by reason of the Service Company's or the Art Director's failure to deduct, withhold and/or remit any such amounts.

8. Compensation

Subject to the provisions of this Agreement, and on the condition that the Art Director Parties comply with all of their obligations hereunder and are not in breach or default hereof, ProdCo shall pay the Service Company \$ [REDACTED] (the "Fixed Compensation") for all services rendered by the Art Director Parties hereunder and for the results and proceeds

thereof.

9. No Obligation to Proceed

Nothing contained in this Agreement shall require ProdCo to utilize the services of the Art Director Parties or to produce, broadcast or distribute the Feature Film or to make any use whatsoever of the results and proceeds of the Art Director Parties' services. ProdCo shall have the absolute right to terminate the Art Director Parties' services at any time, and in such event or in the event that ProdCo elects not to use the Art Director Parties' services pursuant to this clause, ProdCo shall have fully discharged its obligations hereunder by paying the Art Director the portion of the Fixed Compensation then vested and due hereunder. ProdCo shall have no liability for any other claim or claims of any nature, including, but not limited to, consequential or special damages as a result of ProdCo's exercise of its rights pursuant to this clause.

10. Approvals and Controls

The Art Director Parties shall provide the services hereunder as instructed by ProdCo in all matters, including those involving artistic taste and judgment. The Art Director Parties shall not have the right to make or authorize any commitment for services, rights, facilities or materials for the Feature Film without ProdCo's specific prior written consent in each case, and all such services, rights, facilities and materials shall be contracted for by ProdCo. ProdCo shall have all final approvals and controls and rights of designation in connection with all aspects of the Feature Film, including without limitation, the final form of the Feature Film.

11. Vesting of Intellectual Property Rights

11.1 All Intellectual Property Rights in the Works throughout the world shall be and shall remain the sole and exclusive property of ProdCo and shall be vested in ProdCo immediately upon creation.

11.2 In the event and to the extent that any of the Intellectual Property Rights in the Works is deemed for any reason not to vest in ProdCo pursuant to Clause 11.1, then, upon request by ProdCo, the Art Director Parties shall forthwith, free of charge to ProdCo, assign or otherwise transfer or cause to be assigned or

otherwise transferred the same to ProdCo free of any encumbrance or compensation to the Art Director Parties.

11.3 Upon request by ProdCo in the event of the expiration or termination (howsoever occurred) of this Agreement, the Art Director Parties shall at their own costs and expense promptly deliver to ProdCo all copies of the Works then in the Art Director Parties' custody, control or possession (including any drafts thereof) whether in their completed forms or not.

11.4 The provisions of Clauses 11.1 and 11.2 shall not apply to the Licensed Property. The Art Director Parties shall keep ProdCo informed in writing of any of the Works that are subject matter(s) of the Licensed Property or any pre-existing Intellectual Property Rights and any restrictions whatsoever affecting the use thereof.

12. Licence

12.1 The Art Director Parties grant and undertake to procure at the Art Director Parties' own costs and expense the granting of, for the benefits of ProdCo, an irrevocable, non-exclusive, worldwide perpetual, royalty-free, transferable and sub-licensable licence to use the Licensed Property. Such licence to use shall include the following rights:

- (a) the right to use and broadcast the Licensed Property, and to include the Licensed Property in a cable programme service, and to perform, show and play the Licensed Property in public for all purposes contemplated by this Agreement;
- (b) the right to reproduce, issue and distribute the Licensed Property in any format or medium in whole or in part (including the right to make available copies of the Licensed Property through the Internet) for all purposes contemplated by this Agreement;
- (c) the right to rent, hire and loan copies of the Licensed Property to the public;
- (d) the right to adapt, alter, cut edit, enhance, modify, translate and combine with other things or materials in order to prepare other works for the use

or benefits of ProdCo. All Intellectual Property Rights of whatever nature in such adapted, altered, cut, edited, enhanced, modified, translated or combined materials and things shall belong to and shall remain vested in ProdCo absolutely as soon as it is created.

- 12.2 Within 7 days upon request by ProdCo, the Art Director shall submit to ProdCo for its inspection all licences in respect of the Licensed Property that are granted or procured to be granted by the Art Director Parties under Clause 12.1.

13. Moral Rights

The Art Director Parties hereby irrevocably waive and procure the waiver of all moral rights (whether past, present or future) in the Works, the Licensed Property and the Feature Film. Such waiver shall operate in favour of ProdCo and to have effect upon the vesting of the Intellectual Property Rights in ProdCo or the grant of the licence to ProdCo (as the case may be).

14. Representations and Warranties

14.1 The Art Director Parties represent and warrant to ProdCo that: -

- (a) they have full capacity, power and authority to enter into this Agreement;
- (b) subject to Clause 14.1(d), the Works are or shall consist of original works collected, compiled, contributed, developed, produced, created or used by the Art Director for ProdCo during the course of or in connection with this Agreement;
- (c) the provision of the Works, Licensed Property or any of the services by the Art Director in performing this Agreement, and the use, reproduction, operation or possession by ProdCo of the Works, Licensed Property or any part thereof for any of the purposes contemplated by this Agreement do not and will not infringe any Intellectual Property Rights of any person or violate the right of privacy or publicity, or constitute a defamation against, any person;
- (d) in respect of any Works used by the Art Director in the performance of this Agreement and in respect of which any Intellectual Property Right is vested

in a third party, the Art Director has or shall have a valid and continuing licence under which he is entitled to use or grant for the benefits of ProdCo an irrevocable, non-exclusive, worldwide, perpetual, sub-licensable, royalty-free and transferable licence to use such Work for all purposes contemplated by this Agreement;

- (e) in respect of any Works which consist of or contain a film or films or any part thereof, all performances included in the film(s) or any part of the film(s) were fixed with the consent of all the performers involved and the performing, showing and playing of the Works in public will not infringe the performer's rights of any person.

14.2 Clause 14 shall survive the expiration or termination of this Agreement (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiration or termination.

15. Indemnity

15.1 The Art Director Parties shall indemnify ProdCo, its employees, officers, directors, agents, authorised users, successors and assigns and keep them fully and effectively indemnified against any and all actions, costs, claims, demands, damages, expenses (including without limitation the fees and disbursements of lawyers, agents and expert witnesses, and court costs, whether or not in connection with litigation) and any awards and costs which may be agreed to be paid in settlement of any proceedings (where that settlement has first been proposed or approved in writing by or on behalf of the Art Director Parties) and liabilities of whatsoever nature arising out of or in connection with any breach of this Agreement by the Art Director Parties, or any allegation of or claim for infringement of the Intellectual Property Rights of any party arising from or in any way related to the performance of the services by the Art Director Parties under this Agreement, or the provision, use, reproduction or possession at any time whether before or after the execution of this Agreement of the Works or Licensed Property by ProdCo, or any taxes, withholding or similar sums (including any penalties or interest connected therewith) which ProdCo may hereafter be found to have been responsible for in connection with the engagement of the Art Director Parties' services under this Agreement.

15.2 In the event that the Works or Licensed Property or any part(s) of the Works or

Licensed Property are or become infringing or where an injunction (interim or final) restraining use by ProdCo of the Works or Licensed Property is in the opinion of ProdCo likely to be granted by the court to a third party alleging or in respect of infringement of its Intellectual Property Rights, the Art Director Parties shall promptly at their own costs and expense, without prejudice to any other rights or remedies ProdCo may have: -

- (a) procure for ProdCo all the necessary rights to continue using and possessing the Works or Licensed Property for all purposes contemplated by this Agreement upon the same terms and conditions of this Agreement; or
- (b) adapt, modify or replace the infringing part(s) of the Works or Licensed Property so as to avoid any infringement (in which event the Art Director Parties shall compensate ProdCo for the amount of any loss and/or damages sustained or incurred by ProdCo during such adaptation, modification or replacement).

15.3 ProdCo agrees that it will defend and hold the Art Director Parties harmless from and against all damages, claims, costs, and expenses, including reasonable legal fees, suffered and incurred by the Art Director Parties arising out of materials supplied to the Art Director Parties by ProdCo for incorporation into the Feature Film or the alteration by ProdCo of the Feature Film.

15.4 ProdCo and the Art Director Parties agree that upon the presentation of any claim or the institution of any action, if a claim in respect thereof is to be made under this clause, the Party receiving notice thereof shall promptly notify the other Party with respect thereto.

15.5 Clause 15 shall survive the expiration or termination of this Agreement (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiration or termination.

16. Name and Likeness

The Art Director Parties hereby grant to ProdCo the perpetual right to use and license others to use the Art Director's name, photographs, likeness, and biography in marketing, advertising, publishing or otherwise exploiting the Works, Licensed Property and the Feature Film or any portion thereof in any

manner or medium. Art Director Parties shall not issue or authorize the issuance of any publicity with respect to the services to be performed under this Agreement without first obtaining ProdCo's written consent.

17. Credit

Provided that the Art Director Parties complete all of the Art Director's services hereunder and the Art Director Parties are not in breach or default of this Agreement, the Art Director shall receive an "Art Director" credit in accordance with customary industry standards. The size, placement and all aspects of the credit accorded the Art Director shall be determined by ProdCo in its absolute discretion. No causal or inadvertent failure by ProdCo to comply with the credit obligations of this clause or the failure of any third parties to so comply shall be deemed a breach of this Agreement.

18. Suspension and Termination

18.1 ProdCo shall have the right to suspend the running of time and the Art Director Parties' compensation under this Agreement or terminate this Agreement, or both, in the event that:

- (a) the Art Director shall be prevented from fully performing hereunder by reason of the Art Director's illness, incapacity, or other cause which would render the Art Director's failure to perform excusable at law; or
- (b) ProdCo's normal business operations are materially hampered, interrupted, or interfered with by reason of an event of force majeure or by virtue of any disruptive event which is beyond ProdCo's control or a labour dispute, strike, or lockout ("ProdCo Disability");
- (c) The Art Director shall at any time fail or refuse to perform or comply with any of Art Director's material obligations or required services hereunder, which failure or refusal, if curable, is not cured within 24 hours after notification of its occurrence.

18.2 ProdCo may exercise the said right of termination at any time including without limitation during any suspension hereof. ProdCo may by notice to the Art Director Parties withdraw any suspension, in which event the Art Director Parties

shall resume services hereunder on the date specified in said notice. ProdCo shall have the right (exercisable at any time) to extend the term of this Agreement, by a period of time equal to the aggregate length of all periods of suspension or any part thereof.

18.3 If a suspension due to a “ProdCo Disability” (other than a suspension arising out of a labour dispute) shall exceed eight (8) weeks, then the Art Director Parties shall thereafter have the right to terminate this Agreement by [REDACTED] days’ prior written notice to ProdCo.

18.4 If the Art Director Parties claim that the Art Director is prevented from performing by reason of the Art Director’s illness or incapacity, then ProdCo may have the Art Director examined by a physician of ProdCo’s choice, in which event a physician designated by the Art Director may also be present at the Art Director’s expense.

18.5 If this Agreement is terminated pursuant to any of the provisions of this clause, ProdCo shall be released from and relieved of all further obligations and liabilities to the Art Director Parties, other than ProdCo’s obligations to pay the Art Director Parties (subject to ProdCo’s rights under this Agreement and at law) such compensation, if any, as may be due and payable to the Art Director Parties hereunder at the time of such termination.

19. Confidentiality

19.1 The Art Director Parties acknowledge that they may, from time to time, in the course of rendering services hereunder receive certain non-public information (the “Confidential Information”) including without limitation trade secrets, proprietary know how, data, production processes, financial information relating to ProdCo’s business, or any other information provided by ProdCo to the Art Director Parties.

19.2 The Art Director Parties hereby agree to receive and maintain all Confidential Information in the strictest confidence and shall not disclose any Confidential Information to any person other than the authorized employees or agents of ProdCo, and shall not make use of any Confidential Information other than in the performance of their obligations under this Agreement.

19.3 The Art Director Parties agree to return to ProdCo any Confidential Information

upon request by ProdCo therefor.

19.4 Without limiting the generality of the foregoing, the Art Director Parties agree that the Art Director shall not publish or permit the publication of any news story, magazine article or other publicity or information of any kind or nature relating to the Feature Film, or to the Art Director Parties' services hereunder, or to ProdCo, or to any exhibitor or distributor of the Feature Film, without the prior written consent of ProdCo in each instance.

20 Notices

20.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address or facsimile number set out below (or such other address or facsimile number as the addressee has by 5 days' prior written notice specified to the other Party):

To ProdCo:

[Redacted]
[Redacted] (Address)

Attention: [Redacted]

Facsimile Number: [Redacted]

To the Art Director Parties:

[Redacted]
[Redacted] (Address)

Attention: [Redacted]

Facsimile Number: [Redacted]

20.2 Such notices, demands or other communications shall be addressed as provided in Clause 20.1 and, if so addressed, shall be deemed to have been duly given or made as follows:

- (a) if sent by personal delivery, upon delivery at the address of the relevant Party;
- (b) if sent by post, two business days (for local post) and five business days (for overseas post) after the date of posting;

- (c) if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

21. Miscellaneous

- 21.1 No waiver by any Party hereto of any failure of the other Party to fulfil any term of this Agreement shall be deemed to be a waiver of any preceding or succeeding failure to fulfil the same or other term or terms.
- 21.2 Neither the termination nor expiration of this Agreement shall relieve ProdCo or the Art Director Parties of their respective obligations pursuant to any warranty or representation made hereunder.
- 21.3 This Agreement constitutes the entire understanding between the Art Director Parties and ProdCo concerning the subject matter hereof, supersedes all prior written or oral agreements pertaining hereto and cannot be modified, except by an instrument in writing signed by the Art Director Parties and ProdCo.
- 21.4 ProdCo may assign this Agreement or any of its rights hereunder to any third party and this Agreement shall inure to the benefit of ProdCo, its successors and assigns. The Art Director Parties shall not assign this Agreement.
- 21.5 This Agreement shall be construed and enforced in accordance with the laws of Hong Kong and each of the Parties irrevocably submits to the exclusive jurisdiction of the courts of Hong Kong.
- 21.6 ProdCo's rights and remedies shall be cumulative, and the exercise by ProdCo of one or more of such rights or remedies shall not preclude ProdCo's exercise of any other rights or remedies under this Agreement, at law, or in equity.
- 21.7 If requested by ProdCo, the Art Director agrees to assist ProdCo in procuring necessary production insurance by submitting to a medical examination, which he must pass.
- 21.8 No act or omission of ProdCo hereunder shall constitute an event of default or breach of this Agreement by ProdCo unless the Art Director Parties shall first

notify ProdCo in writing and ProdCo shall not cure the same within days after receipt of such notice.

- 21.9 Nothing in this Agreement shall be construed so as to imply any employer-employee relationship between the Parties. It is expressly understood that the Parties are independent contractors and no employment or partnership of any kind is intended between the Parties.
- 21.10 Should any provision of this Agreement be held to be invalid, the remainder of this Agreement shall be effective as though such invalid provision had not been contained in this Agreement.
- 21.11 The Art Director Parties hereby agree and acknowledge that the rights and remedies of the Art Director Parties in the event of a breach of this Agreement by ProdCo shall be limited to the right to recover monetary damages at law, and in no event shall the Art Director Parties be entitled by reason of any such breach to terminate or rescind this Agreement or the rights granted to ProdCo under this Agreement, or to seek injunctive or equitable relief of any kind whatsoever, or to enjoin or restrain the use of the Works or Licensed Property by ProdCo or the production, distribution, advertising, marketing or exploitation of the Feature Film contemplated by this Agreement.
- 21.12 This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same agreement, and one or more of such counterparts may be delivered by facsimile.
- 21.13 Upon request, the Art Director shall execute, acknowledge, and deliver to ProdCo all documents which ProdCo may deem necessary to evidence and effectuate any of ProdCo's rights under this Agreement and the Art Director hereby irrevocably appoints ProdCo as the Art Director's attorney-in-fact with full authority to execute, verify, acknowledge or deliver any such instruments which the Art Director shall fail or refuse to execute, verify, acknowledge or deliver. This appointment shall be a power coupled with an interest.

22. Premiere

If ProdCo sponsors a premiere for the Feature Film, upon request, the Art Director shall, at no extra compensation, use his best endeavours to attend as a

guest of ProdCo the premiere so as to promote the Feature Film.

23. Further Documents

Upon request, the Art Director Parties shall execute, acknowledge, and deliver to ProdCo all documents which ProdCo may deem necessary to evidence and effectuate any of ProdCo's rights under this Agreement and the Art Director Parties hereby irrevocably appoint ProdCo as their attorney-in-fact with full authority to execute, verify, acknowledge or deliver any such instruments which the Art Director Parties shall fail or refuse to execute, verify, acknowledge or deliver. This appointment shall be a power coupled with an interest.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

Signed by _____)

_____)

(Name of ProdCo))

at _____)

(Company Chop and Signature)

In the presence of: _____)

_____)

(Name of Witness))

(Witness's Signature)

Signed by _____)

_____)

(Name of Service Company))

at _____)

(Company Chop and Signature)

In the presence of: _____)

_____)

(Name of Witness))

(Witness's Signature)

Signed by _____)

_____)

(Name of Art Director))

at _____)

(Art Director's Signature)

In the presence of: _____)

_____)

(Name of Witness))

(Witness's Signature)