Artist Assignment and Indemnification Agreement

Effective Date:_____

In consideration of my participation in the creative invite to create and submit artwork inspired by the television series titled *Siren* (the "**Creative Invite**") and my selection as a potential winner of the Creative Invite, sponsored and administered by Talenthouse, Inc., I (the "**Artist**") acknowledge and agree to the following conditions, without limitation:

1. Artist acknowledges and agrees that as between Artist and International Family Entertainment, Inc. d/b/a Freeform ("**IFE**"), the intellectual property rights and other proprietary rights in and to the IFE Intellectual Property (defined below) are exclusively owned by IFE, its licensor(s) and/or designee(s). Artist will not acquire or assert any proprietary rights to or interest in *Siren* (the "**Series**"), the graphic representation or likeness of characters, the title, scenes, related artwork and designs from the Series and the words, names, designs, logos, brands, symbols, devices, trademarks, trade dress, and any combinations thereof (the "**IFE Intellectual Property**").

2. Artist acknowledges and agrees that as between Artist and IFE, all of the results and proceeds of Artist's services, including without limitation, Artist's original work of authorship inspired by the Series and submitted by Artist in connection with the Creative Invite (the "**Work**"), from the inception of creation thereof, are and shall be deemed "works made-for-hire" for IFE, as a work specifically ordered and/or commissioned by IFE. Without limiting the foregoing, in the event that the Work, in whole or in part is not deemed to be a "work made for hire" for IFE, Artist hereby irrevocably and exclusively assigns to IFE (or if any applicable law prohibits or limits such assignment, Artist hereby irrevocably and exclusively licenses to IFE) all right, title and interest in and to such Work (including, without limitation, all copyrights therein and thereto and all renewals and extensions thereof, and all rights to exploit the same throughout the universe, in perpetuity (but in any event for not less than the period of copyright and any renewals and extensions thereof), in any and all media, whether now or hereafter known or devised, and Artist agrees to execute and deliver any further instruments and to cooperate with IFE in all reasonable respects to memorialize the same. To clarify, IFE is and shall be deemed the author and/or exclusive owner throughout the universe of all rights in and to the Work in perpetuity and IFE shall have the sole and exclusive right, but not the obligation, to exploit any or all of the Work, in any and all media and in any manner and by any means, now known or hereafter devised, in perpetuity, as IFE determines in its sole discretion with no further obligation to Artist. If Artist engages a third party to create the Work, Artist agrees that it will obtain from such third party a full assignment of rights to IFE. If Artist includes any person(s) other than Artist in the Work, then Artist agrees to attach to this Artist Assignment and Indemnification Agreement any and all releases and consents (including parental consents, if said person(s) is a minor) necessary to permit IFE's exploitation of the Work.

3. IFE's rights hereunder shall include, without limitation, the rights to authorize, prohibit and/or control the renting, lending, fixation, reproduction, performance and/or other exploitation of the Work in any and all media and by any and all means now known or hereafter devised, as such rights may be conferred upon Artist under any applicable laws, regulations or directives. In connection with the foregoing, Artist hereby irrevocably grants to IFE, throughout the universe, in perpetuity, the right to collect and retain for IFE's own account any and all amounts payable to Artist and hereby irrevocably direct any collecting societies or other persons or entities receiving such amounts to pay such amounts to IFE.

4. Artist specifically acknowledges and agrees that Artist is not entitled to receive any further compensation by reason of IFE and/or its affiliates' use or exploitation of the Work, Artist's name, voice, likeness, brand names and/or marks in any and all media, whether now known or hereafter developed, throughout the universe, in all languages, in perpetuity, in all versions (including, without limitation, digitized versions) and for any and all purposes. Artist will, upon request, execute, acknowledge and deliver to IFE such additional documents as Talenthouse, Inc. and/or IFE may reasonably deem necessary to evidence and effectuate Artist's rights hereunder, and Artist hereby grants to IFE the right as attorney-in-fact to execute, acknowledge, deliver and record any and all such documents if Artist fails to execute the same within 5 business days after so requested by Talenthouse, Inc. and/or IFE.

5. To the full extent permitted by applicable law, Artist hereby irrevocably waives any and all rights of any provision of law known as "droit moral," "moral rights," or any similar law in any and all countries of the world.

6. Artist hereby irrevocably consents to IFE's and its Affiliates' use of Artist's full name, any aliases, biographical data, voice, and reproductions or renderings of Artist's physical likeness (as the same may appear in any still camera photograph, video, and/or any other form), logos, and marks, in whole or in part, in connection with the Work, in all media formats, platforms, and channels now known or hereafter devised, in perpetuity, throughout the universe, for any and all purposes, including, but not limited to advertising, promotion, marketing, publicity, trade or commercial purposes, all without further notice to Artist or to any person or entity, with or without attribution, and without the requirement of any permission form or payment to Artist or to any other person or entity. Artist further acknowledges and agrees that nothing herein requires IFE to exploit the Work, accord Artist any credit or attribution in connection with the Work and/or use Artist's name, biographical data, voice and/or likeness as described herein or otherwise.

7. Artist hereby represents and warrants that: (a) Artist is the original author of the Work (excluding the IFE Intellectual Property (if any)), and has obtained any and all applicable rights and/or releases for the Work (in whole and in part) and will attach all documentation to evidence such rights and/or releases to this Artist Assignment and Indemnification Agreement; (b) Artist is at least 18 years of age or the age of majority in their jurisdiction of primary residence (whichever is older) and has the full power and authority to enter into this Artist Assignment and Indemnification Agreement and to perform the acts required of Artist hereunder; (c) the Work (excluding the IFE Intellectual Property (if any)) or any of Artist's obligations or actions hereunder will not: (i) infringe or violate or will infringe or violate any rights of any third party (including without limitation, contractual rights, any copyright, trademark, any right of privacy or publicity, moral right, patent, or any other intellectual property or related right), any law, statute, ordinance or regulation; (ii) defame or libel any person or entity or are obscene; or (iii) will give rise to any litigation, including, without limitation, any claim by any copyright proprietor of any so-called "sampled" material in the Work; (d) the Work does not contain any viruses, bugs, spyware, time-outs, remote accessibility or any programming routines that detrimentally interfere with or corrupt equipment, software, networks or data; (e) Artist has not heretofore made, and shall not hereafter enter into or accept, any engagement, commitment or agreement with any person or entity that will, does or could conflict with this Artist Assignment and Indemnification Agreement, interfere with Artist's compliance with the terms and conditions of this Artist Assignment and Indemnification Agreement to be performed by Artist, or interfere with IFE's full enjoyment of its rights and privileges hereunder; (f) except for purposes of submitting the Work to Talenthouse, Inc. in connection with the Creative Invite, Artist will not provide the Work to any third party or post the same on Artist's or any third party sites; (g) Artist shall comply with all applicable state, federal, and local consumer protection and advertising laws, including, but not limited to, the Federal Trade Commission Act and all rules and regulations promulgated by the Federal Trade Commission, including without limitation, the Revised Endorsement and Testimonial Guides (16. C.F.R. Part 255), as they may be amended, and the regulations thereunder, regarding the truthfulness of statements made and the acceptance or payment of money, service or other valuable consideration for inclusion of any matter in the Work, among other things; (h) Artist shall implement and maintain reasonable security practices to protect Work; and (i) Artist shall ensure that third parties appearing in the Works agree to a full assignment of rights to IFE, including without limitation, any and all releases and consents (including parental consents, if said person(s) is a minor) necessary to permit IFE's exploitation of the Work as described herein.

8. Artist further represents and warrants that: (a) Artist and Artist's Work fully complies with all of the Official Rules of the Creative Invite, a copy of which Artist received with this Artist Assignment and Indemnification Agreement; and (b) Artist has not committed, nor has been a party to, nor had any knowledge of the commission of any fraud, deception or misrepresentation in connection with Artist's participation in the Creative Invite.

9. Artist will defend, indemnify and hold harmless Talenthouse, Inc., IFE, its and their parent(s), subsidiaries and affiliated companies, and each of their respective officers, directors, employees, sublicensees, agents, successors and assigns from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) arising from or relating to: (a) any breach or alleged breach of any representation, obligation, warranty or other provision of this Artist Assignment and Indemnification Agreement by Artist; (b) any act, negligence, error or omission of Artist; and/or (c) Artist's exploitation of the Work (the "**Claims**"). Talenthouse, Inc. and/or IFE, as applicable, shall give Artist written notice of any Claim and IFE has the right to participate in the defense of any Claim. In no event shall Artist settle any Claim without IFE's prior written consent (which consent shall not be unreasonably withheld).

10. Artist will not use, or publish, or divulge to any other person, firm or corporation, in any advertising or promotion, or in any other manner or connection whatsoever, either during or subsequent to Artist's participation in the Creative Invite, any Confidential Information of IFE without the prior written consent of IFE (which consent may be withheld in IFE's sole discretion). This Artist Assignment and Indemnification Agreement is the Confidential Information of IFE. "**Confidential Information**" of IFE also includes any information, knowledge, or data Artist may receive from Talenthouse, Inc. and/or IFE directly or indirectly, in tangible or intangible form, or any information, knowledge, or data Artist may develop during Artist's participation in the Creative Invite, which is proprietary to IFE or relates to patents, copyrights or trade secrets of IFE (as contained in or that relates to computer programs, materials, data, systems, research, products, development plans, designs, costs, prices, finances, employees, customers, marketing plans, business opportunities, procedures, methods, inventions or discoveries), or which IFE has received in confidence from others.

11. Except and only to the extent specifically set forth in this Artist Assignment and Indemnification Agreement, Artist shall not acquire any right under this Artist Assignment and Indemnification Agreement to use, and Artist shall not use, or allow or assist any other party to use, the names "Freeform", "ABC", "Buena Vista Home Entertainment", "Disney", "ESPN", "Lucasfilm", "Marvel", "Pixar", "The Walt Disney Company" or "Touchstone" (either alone or in conjunction with or as a part of any other word or name), any IFE Intellectual Property or any other intellectual property right (including without limitation any fanciful characters or designs) of IFE or its affiliates: (a) in any advertising, publicity, promotion; (b) to express or to imply any endorsement of Artist's products or services; nor (c) in any other manner, except and solely as necessary to participate in the Creative Invite.

12. Artist acknowledges and agrees that neither IFE's ownership of the Work nor any grant of rights by Artist to IFE hereunder shall be affected, limited or terminated in any way by termination or cancellation of this Artist Assignment and Indemnification Agreement for any reason. All of the provisions of this Artist Assignment and Indemnification Agreement shall survive the termination or expiration of this Artist Assignment and Indemnification Agreement.

13. In the event of a dispute or question arising out of the interpretation of this Artist Assignment and Indemnification Agreement or any of its terms, the laws of the State of California applicable to contracts made and performed entirely within the State of California by and between California residents shall govern.

14. Artist acknowledges that, in the event of any breach by Talenthouse, Inc., IFE or any third party, the damage, if any, caused to Artist thereby will not be deemed irreparable or otherwise sufficient to entitle Artist to seek injunctive or other equitable relief. Artist's rights and remedies in such event will be strictly limited to the right, if any, to recover damages in an action of law, and except as expressly provided for herein, Artist will not have the right to rescind or terminate this Artist Assignment and Indemnification Agreement or any of IFE's rights hereunder, nor the right to enjoin the production, exhibition, or other exploitation of the Work, the Series, or any subsidiary or allied rights with respect thereto.

15. I acknowledge receipt of a copy of this Artist Assignment and Indemnification Agreement and the Official Rules of the Creative Invite, and that I have read and I understand this Artist Assignment and Indemnification Agreement and the Official Rules of the Creative Invite. This Artist Assignment and Indemnification Agreement may not be modified except in writing with approval of Artist and IFE.

AGREED AND ACCEPTED:

Artist Signature:_____

Print Name:_____

Date of Birth:_____