



INDEPENDENT CONTRACTOR AGREEMENT
(Attachment to Production-Financing --Distribution Agreement)

Dated: _____

PRODUCTION COMPANY: _____

INDEPENDENT CONTRACTOR (herein "Contractor"): (name and address)

CAPACITY: Contractor shall render such consulting and/or production services as Production Company may from time to time require with respect to the preparation and/or development and/or production of such motion picture and/or television projects as Production Company may from time to time designate (herein "Projects").

WEEKLY RATE: _____

GUARANTEED COMPENSATION: _____

GUARANTEED PERIOD: _____

Regarding services which may be required by Contractor to be rendered after the expiration of the Guaranteed Period, see Clause 3 of the attached Terms and Conditions.

TRANSPORTATION: As per Clause 4 of attached Terms and Conditions.

LIVING EXPENSES: As per Clause 4 of attached Terms and Conditions.

STARTING DATE: _____

Production Company hereby engages the services of Contractor, as an independent contractor, upon the terms and conditions herein set forth. Contractor agrees to render services hereunder as required by Production Company in all matters, including those involving artistic taste and judgment, whenever and wherever Production Company may require, but there shall be no obligation on Production Company to actually utilize Contractor's services, or the results and proceeds thereof, nor to develop, produce, release, distribute or otherwise exploit any Project or Projects. During the Guaranteed Period, Contractor's services will be rendered for Production Company on a non-exclusive basis, but Production Company shall have a first call on Contractor's services, as and when Production Company may require during such Guaranteed Period.

This agreement shall be binding upon and shall inure to the benefit of Production Company and shall be binding upon and shall inure to the benefit of, and may be assigned to, any parent, subsidiary or affiliated company of Production Company, any company or entity with which Production Company may be merged, combined or consolidated, any company or entity acquiring all or substantially all of Production Company's assets, and any person, firm or corporation who may hereafter acquire the right to produce, distribute, exhibit, advertise and/or otherwise exploit any Project hereunder, or any of the results and proceeds of Contractor's services hereunder. The additional terms and conditions attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, this agreement is entered into as of the date herein above set forth.

AGREED AND ACCEPTED TO:

(name of Production Company) _____ ("Production Company")

By _____

Its _____

("Contractor")