



CREW DEAL MEMO

NAME _____ START _____

JOB CLASSIFICATION _____ SS# _____

ADDRESS _____ TELEPHONE _____

CITY/STATE/ZIP _____

EMERGENCY CONTACT _____ TELEPHONE _____

RATE _____ PER PROJECT _____ LINE NUMBER _____

STANDARD TERMS AND CONDITIONS

Employee agrees to render services to Off the Rock Media, Inc. ("Producer") on a first priority basis and to adhere to the following terms and conditions regarding Employee's services for the projects currently being produced under the banner of "WeTubeU."

1. All Employees must sign this deal memo in person with the production department.
2. All artistic, literary, dramatic, musical and other material submitted by you, together with the results and proceeds of Employee's services, in connection with the agreement (the "Material") were specially commissioned by Off the Rock Media, Inc., as a "work-made-for-hire." Accordingly, Off the Rock Media, Inc. is the sole author and owner of the Material and entitled to the copyrights (and all extensions and renewals of copyrights) of the Material, with the right to use and change the Material in any manner that Off the Rock Media, Inc. may determine. If any of the Material is determined not to be a "work-made-for-hire," Employee hereby assigns to Off the Rock Media, Inc. in perpetuity all rights, including all copyrights, renewals and extensions, to the Material. Off the Rock Media, Inc.'s rights in the Material may be freely assigned and licensed and any such assignment or license shall be binding upon Employee and inure to the benefit of such assignee or licensee.
3. Employee warrants that Employee is free to enter into this agreement and is not subject to any conflicting obligations or any disability which will or might prevent or interfere with the execution and performance of the agreement by Employee.
4. **NON DISCLOSURE** - Employee shall not disclose or make available to any third party any information, financial or otherwise, concerning services rendered for Producer or Off the Rock Media, Inc. hereunder, any confidential or proprietary materials to which Employee may have gained access, or any information or data concerning any aspect of Producer's and Off the Rock Media, Inc.'s operations or existing or future programming or any other information regarding the Program. Employee agrees not to make any statements to the press or any media services regarding Producer, Off the Rock Media, Inc., Off the Rock Media, Inc.'s operations and activities or the Program without prior written approval from Producer or Off the Rock Media, Inc.
5. Employment is at-will and may be terminated at any time and for any reason without notice.
6. Employee agrees to authorize Off the Rock Media, Inc. and their respective parents, affiliates, subsidiaries, licensees, successors and assigns to make use of any appearances, voice and likeness. Off the Rock Media, Inc. shall be the exclusive owner of the results and proceeds of such taping, photography and recording with the right, throughout the world, an unlimited number of times in perpetuity, to copyright, to use and to license others to use, in any manner, all or any portion thereof or of a reproduction thereof in connection with the Video or otherwise.

Employee hereby waives any right of inspection or approval of said appearance or the uses to which such appearance may be put. Employee acknowledges that Off the Rock Media, Inc. will rely on this permission potentially, at substantial cost to them and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

Signature below indicates you have read and agreed to these terms and conditions.

AGREED:
Employee's Signature: _____

APPROVED:
Producer's Signature: _____

Date: _____

Date: _____