

RIGHTS RELEASE/ASSIGNMENT AGREEMENT (“AGREEMENT”)

I, Participating Creator (“Creator”), agree to provide my original Bond-inspired poster design (“Work”) created for the ‘Design posters inspired by Daniel Craig's Bond films’ (“Promotion”) to Metro-Goldwyn-Mayer Studios Inc. (“Company”), and hereby assign ownership to Company of the Work as more fully detailed below. In consideration for the opportunity to participate in the Promotion and potentially receive the incentive offered in the Promotion, Creator agrees as follows:

1. Creator hereby irrevocably transfers, conveys and assigns to Company and its successors and assigns all right, title and interest in and to the Work and any derivative works thereof throughout the world, and in any language, including without limitation any and all rights existing under the laws governing patents, copyrights, trademarks, trade secrets, unfair competition, moral rights, publicity rights, privacy rights and any other proprietary rights, now or hereafter in force and effect in the United States and throughout the universe, including rights, title and standing to institute, defend, compromise and prosecute all actions, suits, claims and proceedings relating to the Work or any derivative works thereof and to do all other acts and things in relation to the Work as Company, in its sole discretion, deems advisable. Creator hereby waives and agrees not to assert any proprietary rights, “droit moral” or moral right of authors or any similar rights or principles of law under any copyright or other similar law, either state, federal or foreign relating to the Work. Droit moral and moral rights of authors will include, without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications of the Work. Promptly upon request by Company, Creator will deliver to Company all media in which the Work is embodied, stored or copied, including provision of the Work in the format and resolution requested by Company.

2. Creator represents and warrants that: (i) Creator has made no commitments to or agreements with any third party with respect to the Work or the use or license of the Work; (ii) Creator has the right and capacity to enter into this Agreement; and (iii) the Work is the original work of Creator created specifically for the Promotion; (iv) the Work is not based upon or substantially similar to any other copyrighted work, except to the extent permitted in the Promotion Official Rules; (v), the Work does not infringe any copyright, proprietary right or any other right of any other person or entity. Creator will defend, indemnify and hold Company harmless against any third party claim against Company, and all related costs (including reasonable attorney’s fees) arising from or relating to the delivery of the Work to Company, the use of the Work by Company or a breach or alleged breach by Creator of this Agreement.

3. Creator will have no right, and hereby specifically waives any right, to seek or obtain injunctive relief restraining any use of the Work by any person or entity. Creator will execute such further documents consistent herewith and do such other acts consistent herewith as may be reasonably required by Company or its successors, licensees, or assignees to evidence or effectuate Company’s rights hereunder. Upon Creator’s failure to do so within five (5) business days after Company’s written request therefor (reducible to three (3) business days if exigencies so require), Creator hereby appoints Company as its attorney-in-fact for such purposes, it being acknowledged by Creator that such appointment is irrevocable and will be deemed a power coupled with an interest, with full power of substitution and delegation.

4. This agreement and any disputes among the parties will be governed by the laws (exclusive of the conflicts of law principles) of the State of California. All controversies, claims or disputes between the parties to this Agreement arising out of or related to this Agreement or the interpretation, performance or breach thereof, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties, and the determination of the scope or applicability of this agreement to arbitrate (“Dispute”), except as set forth in subparagraph 8(b) below, will be resolved according to the procedures set forth in subparagraph 8(a), below, which will constitute the sole dispute resolution mechanism hereunder:

(a) All Disputes will be submitted to final and binding arbitration. The arbitration will be initiated and conducted according to either the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure, at the Los Angeles office of JAMS, or its successor (“JAMS”) in effect at the time the request for arbitration is made (the “Arbitration Rules”). The arbitration will be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator will follow California law and the Federal Rules of Evidence in adjudicating the Dispute. The parties waive the right to seek punitive damages and the arbitrator will have no authority to award such damages. The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. Unless the parties agree otherwise, the neutral arbitrator and the members of any appeal panel will be former or retired judges or justices of any California state or federal court with experience in matters involving the entertainment industry. Judgment upon the award may be entered in any court of competent jurisdiction. The parties will be responsible for payment of their own attorneys’ fees in connection with any proceedings under this paragraph.

(b) Any Dispute or part thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of this Agreement), that may not be arbitrated pursuant to applicable law may be heard only in a court of competent jurisdiction in Los Angeles County. The parties hereby submit to the exclusive jurisdiction and venue of the local, state and federal courts located in Los Angeles County.

5. Company will have the right assign this Agreement and any rights of Company hereunder.