

Exhibit "A"

BLIND SCRIPT AGREEMENT FOR SHORT-FORM WEBSERIES PILOT

The following terms and conditions shall govern if WIGSCO, LLC ("Producer"), with offices at 3815 Hughes Ave, Culver City, CA 90232 engages my ("Writer") writing services pursuant to the terms and conditions set forth in the Writer Employment Agreement attached hereto as Schedule "1," in connection with a short-form (approx. 5-8 minutes) webisode (the "Blind Webseries Pilot").

WHEREAS, Producer will provide access and opportunities for writers through a Blind Script Deal Submission Call ("Program") hosted by The Black List, LLC on its Website (www.blcklst.com) ("Site");

WHEREAS, Writer has opted in to the Program on the Site, and in so doing, Writer has opted in to have an original, existing script that has been hosted on the Site considered by Producer in determining whether to select Writer for this Blind Script Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Writer hereby irrevocably agrees as follows:

A. Conditions Precedent: Producer's obligations hereunder are subject to the following: (a) the selection of Writer, in Producer's sole discretion, for this Blind Script Agreement; and (b) delivery to Producer of this Blind Script Agreement and the attached Writer Employment Agreement, duly signed by Writer.

1. Submission Period: The Submission Period shall be the period commencing on satisfaction of the Conditions Precedent and continuing until the earlier of (a) three (3) months thereafter; or (b) mutual approval of a "Writer's Submission" or a "Producer's Submission" (as such terms are hereinafter defined) in accordance with the provisions hereof; or, if no Writer's Submission or Producer's Submission is mutually approved, Writer's selection of a Producer Submission pursuant to paragraph 2 below.

2. Submission of Material: During the Submission Period, Writer shall submit to Producer, on a first look basis, all short form material created, owned or controlled by Writer available for sale to Producer suitable for digital short form webseries exploitation, including all ideas or notions of Writer, which Writer desires to develop into a screenplay for a potential short-form webseries, regardless of the form of the material (collectively and individually, "Writer's Submissions"). During the Submission Period, except as provided in Paragraph 3 below, Writer shall not submit or cause to be submitted, directly or indirectly, any such material to any person, firm, corporation or entity without first providing it to Producer. There shall be at least three (3) original Writer's Submissions during the Submission Period unless the first or second Writer's Submission is approved by Producer or a Producer's Submission (as defined below) is accepted by Writer, in which case, Writer shall have no further obligation to submit projects in connection with the Blind Webseries Pilot. Also, during the Submission Period, Producer may submit to Writer ideas (regardless of the form of the material) for development as potential short-form webseries ("Producer's Submissions").

Producer shall have fifteen (15) business days after receipt of each Writer's Submission in which to accept or reject the same as the basis for the Blind Webseries Pilot, and Writer shall have fifteen (15) business days after receipt of each Producer's Submission in which to accept or reject the same as the basis for the Blind Webseries Pilot, with failure to respond within the applicable time period deemed a rejection. If either party accepts one of the other's submission and provided Producer is able to obtain signed agreements for any and all necessary underlying rights from third parties, then, the applicable submission shall be deemed the Blind Webseries Pilot.

If, upon expiration of the Submission Period, none of Writer's Submissions or Producer's Submissions have been mutually approved, then, within ten (10) business days after the expiration of the Submission Period ("Producer's Designation Period"), Producer may designate the idea, project or notion for Writer as the basis for the Blind Webseries Pilot and Writer shall perform writing services in connection with the Blind Webseries Pilot for Producer ("Designated Project"):

When the Blind Webseries Pilot is designated pursuant to this Paragraph 2, Writer shall commence rendering writing services in accordance with the terms and conditions of the Writer Employment Agreement attached hereto and incorporated herein by reference.

3. Exclusivity: During the Submission Period, Writer shall provide a first look to Producer on applicable digital content.

4. Conflicting Obligations: Writer represents and warrants that Writer is free to enter into this Agreement and that Writer is not subject to any conflicting obligations or any disability which will materially interfere with or prevent Writer from fully performing all of Writer's obligations hereunder.

5. Miscellaneous: Writer hereby agrees that Writer shall duly execute, acknowledge and deliver any and all further instruments or documents which may be reasonably necessary to effectuate the purposes and intent of this Agreement; and Writer hereby irrevocably appoints Producer as attorney-in-fact with full power to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents Writer fails to execute, acknowledge and deliver to Producer within five (5) days after Producer's request unless a shorter time is reasonably required by Producer. The appointment shall be a power coupled with an interest. Producer shall provide a copy of any document executed on Writer's behalf as provided herein but any inadvertent failure by Producer to do so shall not be a breach of this Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors and administrators.

This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and fully performed therein. Only the California courts (state and federal) shall have jurisdiction over controversies regarding this Agreement; any proceeding involving such controversies shall be brought in those courts, in Los Angeles County, and not elsewhere.

This Agreement cancels and supersedes all prior agreements (except for the Writer Agreement) and understandings between the parties relating to the subject matter hereof, and contains all of the terms, conditions and promises of the parties hereto in the premises; and no

modification of any provisions hereof shall be valid except in a writing signed by the parties. No officer, employee or representative of Producer has any authority to make any representation or promise not contained in this Agreement, and Writer expressly agrees that Writer has not executed this Agreement in reliance on any such representation or promise.

The parties hereto have executed and delivered this Agreement as of the date first above written.

I INDICATE MY AGREEMENT HERETO (INCLUDING SCHEDULE “1” ATTACHED HERETO) BY CLICKING THE “YES” BUTTON ON THE SITE. I WILL HAND SIGN A VERSION OF THIS AGREEMENT AND RETURN IT TO YOU UPON REQUEST.

SCHEDULE "1"
WIGSCO SHORT-FORM WEBSERIES
WRITER'S AGREEMENT

THIS AGREEMENT is made as of _____ and entered into by and between _____ ("Writer") and WIGSCO, LLC (the "Producer"), concerning the literary property tentatively entitled _____ (the "Screenplay").

1. Acquisition: Producer hereby agrees to purchase from Writer and Writer hereby agrees to sell to Producer certain original Screenplays suitable for use in connection with the production of a proposed short-form (approx. 5-8 minutes) webseries (the "Webseries") pursuant to the terms and conditions hereof.
2. Additional Services:
 - a. Writer shall perform those services reasonably required and as specified in this agreement, and all services as are customarily rendered by writers of first-class digital production in the entertainment industry, and shall comply with all reasonable directions, requests, rules and regulations of Producer in connection therewith, whether or not the same involve matters of artistic taste or judgment. Writer understands the limitations of the genre and format web series of which Writer has been informed by limiting locations to the sets we have constructed, limiting characters wherever possible and limiting the number of extras. If in doubt, writer shall discuss with producer regarding our production limitations prior to commencing writing services. Notwithstanding the foregoing, writing services shall also include one (1) Rewrite per Webseries episode upon Producers request after initial review of the Screenplay.
 - b. At Producer's sole discretion Producer may engage Writer to write an additional 11 short-form Webseries episodes under the same consideration set forth below.
3. Credit: Provided that Writer keeps and performs all of Writer's material obligations hereunder and that the Webseries is produced, Producer agrees to accord the Writer credit pursuant to WGA guidelines. All other aspects of credits for the Webseries shall be determined in Producer's sole discretion. No casual or inadvertent failure by Producer to comply with this paragraph, nor any failure by third parties, shall constitute a breach hereof. If Producer fails to accord Writer credit pursuant to the terms of this Agreement, promptly following receipt of written notice from Writer setting forth in detail such failure, Producer agrees to use reasonable efforts to prospectively cure such failure, but nothing shall require Producer to cease using or to replace prints, negatives or other materials then in existence. Producer shall notify third party distributor and third party assignees of Producer's credit obligations herein.
4. Compensation: Upon condition that Writer shall fully perform all material services required of Writer hereunder and timely Deliver such Screenplay hereunder and that Writer is not in material uncured default hereof, Producer agrees to pay Lender on

behalf of Writer, as full and complete consideration for purchase of the Screenplay, and for all representations and warranties of Writer to Producer, a fixed compensation of seven hundred and fifty dollars (\$750.00) (the "Fixed Compensation") per Webseries episode payable one-half (\$375) upon full execution of this Agreement and commencement of Services and the balance upon delivery of the Rewrite as set forth above. Producer shall also pay applicable WGA PH&W.

5. Payment: All payments to Writer shall be made to Writer at the address set forth below or by check. Writer hereby authorizes Producer to make all such payments as aforesaid in complete discharge of Producer's payment obligations to Writer hereunder. All payments to Writer hereunder shall be payable on Producer's regular payday in the week following the week in which such payment shall have accrued. All payments hereunder shall be subject to such withholdings as are required by law; to the extent that Producer fails to make adequate withholdings from any payments hereunder, Producer may make any necessary adjustments in other payments due Writer hereunder to comply with Producer's obligations.
6. Breach of Agreement: No act or omission of either party hereunder shall constitute an event of default or breach of this Agreement unless the party claiming default shall first notify the other in writing setting forth such alleged breach or default and the alleged defaulting party shall not commence reasonable efforts to cure said alleged breach or default within thirty (30) days after receipt of such notice. In all instances, Writer shall be limited to Writer's remedy at law for damages, if any, and shall not have the right to terminate or rescind this Agreement or to enjoin or restrain the production, distribution, advertising or other exploitation of the Webseries at any time or in any manner.
7. Name and Likeness: Writer grants to Producer the right to use Writer's name and/or approved biography in connection with the production, exhibition, advertising and other exploitation of the Webseries and all subsidiary and ancillary rights therein, including, but not limited to, soundtrack albums, publications,; provided that, in no event shall Writer be depicted as using or directly or indirectly endorsing any product, commodity or service other than the Webseries without Writer's prior written consent.
8. Assignment and Work Made for Hire: Upon payment of the Fixed Compensation, Writer hereby assigns and transfers to Producer all rights (including without limitation, all rights of copyright and any so-called "rental rights") of every kind and character in and to the Material and, in connection therewith, any and all right, title and interest of Writer in the Webseries and any other works now or hereafter created containing the Screenplay.

Further all results and proceeds of Writer's writing services hereunder and all the materials, works, writings, ideas, or dialogue of whatever nature created by Writer in connection with the Screenplay after Producer's acquisition hereunder (together, the "Material") shall be "work made for hire" and shall automatically be and become Producer's property upon the creation thereof, without any further documentation

therefore and without additional compensation. If under any applicable law the fact that the Material is a work made for hire is not effective to place authorship and ownership of the Material and the Webseries and all rights therein in Producer, then to the fullest extent allowable and for the full term of protection otherwise accorded to Writer under such applicable law, Writer hereby assigns and transfers to Producer all rights (including without limitation, all rights of copyright and any so-called “rental rights”) of every kind and character in and to the Material and, in connection therewith, any and all right, title and interest of Writer in the Webseries and any other works now or hereafter created containing the Screenplay. Without limiting the foregoing:

- a. Writer acknowledges and agrees that the Material is and shall constitute a work or works specially ordered or commissioned by Producer for use as part of a motion Webseries or other audiovisual work, and shall constitute a "work made for hire" within the meaning of the United States Copyright Law, and that Producer shall be deemed to be the author thereof and the owner of the worldwide copyright therein for the entire term of copyright, including any and all renewals or extensions, present or future, vested or contingent, with the right to make such interpolations and additions therein, and such uses thereof, including, without limitation, derivative works, as Producer may desire.
- b. Producer and Writer acknowledge and agree that the compensation payable hereunder includes full and proper equitable remuneration for Writer’s rental rights (if any) and that if, under applicable law, any different form of compensation is required to satisfy the requirement of equitable remuneration then the grant to Producer of rental rights remains effective and Producer shall pay and Writer shall accept the minimum additional equitable remuneration permitted under applicable law. Writer hereby waives all “moral rights.” Producer shall have the right to make such changes in the Material or to combine the Material, or portions thereof, with other material, and to make any and all uses of the Material (including, but not limited to, ancillary, subsidiary and derivative uses), all as Producer may in its sole discretion determine, without any further payment to Writer. Producer shall have the right to use, adapt and change the Screenplay or any part thereof, and to combine the same with other works whether written by Writer or others.
- c. Producer shall be the sole and exclusive owner of the Material hereunder in perpetuity and shall have the right to use, exploit, advertise, exhibit and otherwise turn to account any or all of the foregoing in any and all media, whether now known or hereafter devised, throughout the world, in all languages, as Producer, in its sole and unfettered discretion, shall determine, including, without limitation, any and all motion Webseries, internet, television and audiovisual uses. Writer acknowledges that no ownership or any such right in any material furnished by Producer for use by Writer (“the Assigned Material”) or the Screenplay shall vest with Writer at any time.
- d. Writer shall execute assignments or other instruments consistent herewith

as Producer may from time to time deem reasonably necessary or desirable to evidence, establish, maintain, protect, enforce or defend Producer's right or title in or to the Screenplay or any of the results or proceeds of Writer's services hereunder including but not limited to the certificate of authorship in a form reasonably satisfactory to Producer, which Producer shall file with the United States Copyright Office. If Writer shall fail to execute any of these documents after a reasonable period in which to review the same (but not to exceed five (5) business days), then solely in connection herewith it subject to any deadlines which may be applicable to such documents, Writer appoints Producer as Writer's attorney-in-fact, with full right of substitution and delegation, to execute any of these documents in Writer's name and on Writer's behalf deemed necessary by Producer to effectuate the purposes of this Agreement. Producer to provide writer copies of any such does so executed.

9. Disability: If Writer is unable fully to perform Writer's material services reasonably required by Producer hereunder, whether due to death, disease, incapacity, or otherwise ("Disability"), Producer shall have the right to suspend and extend Writer's services upon written notice to writer, compensation and the running of any time periods during the occurrence of the Disability and for the period of time thereafter as Producer reasonably requires to resume the use of Writer's services. If the suspension shall last for fourteen (14) consecutive days or twenty (20) days in the aggregate during any "writing period" hereunder, Producer shall have the right to terminate this Agreement. If this Agreement is terminated for a Disability, neither party shall have any further obligation to the other beyond services already performed nor compensation earned in respect of any completed draft of the Screenplay, provided timely Delivery has occurred prior to such termination.
10. Default: Upon any breach by Writer of any of the terms and conditions of this Agreement, Producer shall immediately have the right, exercisable at any time within a reasonable period after becoming aware of such breach, to terminate this Agreement by so notifying Writer in writing. Notwithstanding the foregoing, if Producer deems the breach capable of cure, Producer shall provide Writer reasonable time to cure such breach. Upon any such termination, Writer shall be entitled to no further compensation hereunder other than compensation writer has accrued or vested prior to such termination. The foregoing shall in no way limit any other remedy which Producer may have against Writer, and in that connection Writer acknowledges that the services to be rendered by Writer hereunder, and the rights and privileges herein granted to Producer, are of a special, unique, unusual, extraordinary and intellectual character and Writer expressly agrees that Producer shall be entitled to seek injunctive or other equitable relief to prevent a breach of this Agreement by Writer.
11. Warranties and Indemnities: Subject to Article 28 of the WGA Basic Agreement, Writer hereby warrants and represents that as of the signing of this Agreement and throughout the term hereof:

- a. The Screenplay is wholly original with Writer and no incident therein contained and no part thereof has been taken from or based upon any other literary or dramatic or musical material or any motion Webseries except the material submitted to Writer by Producer as Assigned Material for the Screenplay or material altered and/or modified by or at the direction of Producer, or material in the public domain.
- b. Writer has the full and sole right and authority to enter into this Agreement and make the grant of rights made herein.
- c. Nothing contained in the Screenplay will in any way infringe upon or violate the copyright or, to the best of Writer's actual or constructive knowledge, using reasonable prudence, common law rights or literary or dramatic or motion Webseries rights of or constitute a defamation or invasion of the rights of privacy of any party whatsoever. The approval by Producer of all or any part of the Material shall not constitute a waiver of such representations and warranties but shall not be deemed a breach by writer hereunder.
- d. To best of writer's knowledge no part of the rights conveyed to Producer has in any way been encumbered, conveyed, granted, or otherwise disposed of and the same are free of any liens or claims whatsoever and there are no claims or litigation pending, outstanding or to the best of Writer's knowledge, threatened which might in any way prejudice, interrupt or interfere with the use by Producer of the rights transferred hereunder.
- e. The Screenplay may be validly copyrighted and registered for copyright in the United States of America and may likewise be protected elsewhere so far as the laws of other countries provide for such protection.
- f. The foregoing warranties and representations are made by Writer to induce Producer to execute this Agreement and Writer acknowledges that Producer has executed this Agreement in reliance thereon. Subject to Article 28 of the WGA Basic Agreement, Writer indemnifies and agrees to hold Producer, its parents, subsidiaries and affiliates and its and their members, officers, agents, licensees and assigns, harmless against any liability, claim, cost, damage, or expense (including reasonable, outside costs and reasonable outside attorney's fees, whether or not in connection with litigation) arising out of or in connection with a breach by Writer of any warranties or representations contained in this Agreement. Writer makes no warranty or representation with respect to the Assigned Material. Producer indemnifies and agrees to hold Writer harmless against any liability, third party claim, cost, damage or expense (including costs and reasonable attorney's fees whether or not in connection with litigation) arising out of or in connection with Writer's use of the Assigned Material and/or otherwise arising out of the development, production, distribution and/or exploitation of the Webseries other than a breach by Writer of any of Writer's warranties or representations contained in this Agreement.

12. No Obligation to Proceed: Nothing shall in any way obligate Producer to use

Writer's services or to include the results and proceeds of Writer's services in the Webseries or to produce, exhibit, advertise or distribute the Webseries; provided that, upon the condition that Writer shall fully perform all of the terms and conditions hereof, nothing contained in this Section shall affect Producer's obligation to pay to Writer the compensation specified in herein. Writer specifically agrees that Producer may employ any writer or writers other than Writer in connection with the Webseries as Producer, in its sole and unfettered discretion, shall elect.

13. Notices: All notices shall be in writing and shall be given either by personal delivery, telecopier or by registered or certified mail (postage pre-paid), and shall be deemed given hereunder on the date delivered or telecopied or two (2) business days after the date mailed. Writer agrees to notify Producer of any change in Writer's address or IBAN information within 30 days of such change. Until further notice, the addresses of the parties shall be as follows:

Writer:

With a copy to:

Producer:
Wigsco, LLC
3815 Hughes Ave,
Culver City, CA 90232

With a copy to:
Law offices of Vince Ravine
6553 Louise Ave
Lake Balboa, CA 91406
vince@vravinelaw.com

14. Assignment: Producer may assign and transfer this Agreement or all or any part of its rights hereunder to any person, firm or corporation, without limitation, and each such successor to Producer may likewise assign and transfer this Agreement in whole or in part. Producer shall remain liable for all financial/or executory obligations under this Agreement unless such assignment and/or transfer is made to: (i) a firm, corporation or entity owned or controlled by Producer which assumes in writing any executory obligations to Writer hereunder; and/or (ii) to a "major" studio, distributor or U.S. network which assumes in writing the financial and/or executory obligations to Writer hereunder. In either of such events, Producer shall be relieved of all executory obligations under this Agreement and Writer agrees to look solely to such assignee/transferee for performance of all executory obligations under this Agreement. Writer shall not have the right to assign this contract or any

of Writer's rights hereunder to any third-party. Notwithstanding the foregoing, Writer shall have the right to assign Writer's right to receive compensation hereunder. In the event of such limited assignment, Writer shall notify Producer and remain liable for all of Writer's obligations under this Agreement.

15. Miscellaneous: This Agreement shall be governed by the laws of the State of California applicable to agreements executed and to be wholly performed therein and shall not be modified except by a written document executed by both parties hereto. Any dispute arising under this Agreement, unless controlled by the WGA MBA shall be resolved through binding AAA arbitration in Los Angeles, California, before a single arbitrator with the prevailing party receiving its reasonable attorneys' fees and costs. This Agreement expresses the entire understanding of the parties hereto and replaces any and all former agreements or understandings, written or oral, relating to the subject matter hereof. Paragraph headings are for the convenience of the parties only and shall have no legal effect whatsoever.

16. Collective Bargaining Agreement: Producer is or shall become during applicable times a signatory to the Writers Guild of America ("WGA") NEW MEDIA Agreement. In all events, this Agreement shall be subject to such collective bargaining agreement as modified.

17. Confidentiality: Writer acknowledges that the contents of this Agreement are confidential and Writer, Writer's representatives and agents shall not disclose any term or condition set forth in this Agreement to any other third party whatsoever except: (i) to any accountant, business managers or other representatives for the purpose of tax reporting; and (ii) where disclosure is required by law (i.e. tax reporting agencies, valid subpoena, etc.).

18. Acknowledgement: Writer acknowledges that Writer has the right and has had the opportunity to consult legal counsel regarding this Agreement and either has consulted with such legal counsel or, without having consulted with such legal counsel, is satisfied that Writer fully understands and agrees to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first indicated above.

WIGSCO, LLC ("Producer")

("Writer")

By:

By:

Its Authorized Representative