

DISCOVERY DIGITAL NETWORKS, INC. FREELANCE CONTRACTOR AGREEMENT

1. This Agreement is between DISCOVERY DIGITAL NETWORKS, INC., a corporation with a principal office located at 2415 3rd Street, Suite 232, San Francisco, California 94107 ("Company") and DANIEL BRYANT, an individual with a principal office located at 760 Harrison Avenue, Harrison, New Jersey 07029 ("Contractor"). The effective date of this Agreement is April 18, 2014.

2. For good and valuable consideration, receipt of which is hereby acknowledged, Contractor hereby agrees to render services as a composer and video re-mixer for Company in connection with the creation of "songified" versions of Animalist News segments, and other Company content, on a per-project basis ("Songified Videos"), for a period of one (1) year beginning on April 18, 2014, continuing through and including April 17, 2015 ("Term") as directed by Company.

3. Contractor's "Services" will include all services customarily required of first class composers and video re-mixers in the television/online industry and/or as required by Company including, without limitation: digitally manipulating the spoken text featured in the Animalist News segments and/or other Company content so that the speaker is singing the text in the video; composing original music for the sung text ("Music"); including the Music in synchronization or in timed relation with such text in the Songified Videos; adding lower-thirds; re-arranging and editing the sequence of the text; delivering lead sheets of the Music; and re-mixing, and creating the Songified Videos as directed by Company. Contractor agrees to comply with Company or Company's designee's instructions and regulations in all matters, including artistic taste and judgment. The Music will be performed using electronic orchestration.

4. a) Contractor agrees that Contractor's services, and the services of any employees or independent contractors hired by Contractor, are rendered hereunder as a "work-made-for-hire" specially ordered by Company for use as part of the Songified Videos, Company or otherwise, pursuant to Sections 101 and 201 of the Copyright Act of 1976 and all similar laws of jurisdiction, with Company being deemed the sole author and owner of the results and proceeds of Contractor's services pursuant to this Agreement for all purposes, with all right, title and interest into the results and proceeds of the services and the right to use and/or exploit the "Results and Proceeds" of such services an unlimited number of times, in perpetuity, throughout the universe, in any and all media, whether now known or hereafter devised, for any purpose without restriction, and without further required permission, approval or payment. As a buy-out, Contractor shall have no rights of any type or nature whatsoever in or to the Results and Proceeds, nor shall Contractor be entitled to any royalty, commission or other payment with respect to Company's exploitation of the Results and Proceeds other than as otherwise set forth below in paragraph 9. If in the event the work created under this Agreement is ever deemed to be something other than a work-made-for-hire, Contractor hereby grants, transfers and assigns to Company all right, title and interest in and to the Results and Proceeds of the work.

b) Contractor acknowledges that Contractor shall not be permitted to exploit the Songified Videos in any manner whatsoever without prior written approval from Company.

5. Contractor acknowledges and agrees that Company shall not be required to pay any additional fees or royalties directly to Contractor or any other person or entity for the public performance of the Music. To the extent, if at all, the performing rights society with which Contractor is (or may in the future become) affiliated makes any royalty distributions associated with public performances of the Music by Company, Contractor retains the right to receive, if any, the 'writer's share' (and Company the 'publisher's share') of such royalties. Contractor agrees to look solely to such society for such royalties and waives any claim against Company for any such royalties

6. Contractor represents and warrants that Contractor is fully authorized to enter into and perform the services agreed to under this Agreement. Contractor shall defend, indemnify and hold harmless Company, its subsidiaries, affiliates, and their officers, directors, agents, employees, sponsors, and television or other exhibitors (collectively, "Indemnified Parties") against any and all claims, actions, losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) arising out of or the actions of Contractor or breach or alleged breach of any provision of this Agreement by Contractor.

7. Contractor shall deliver to Company the following materials ("Materials") in the format and by the dates set forth below:

April 28, 2014
Daniel Bryant Independent Contractor Agreement
Network: Discovery Digital Networks
Contract ID #: 1049015
J.Dowdy

a. **Delivery Schedule**

Materials/Services	Delivery Dates
i. One (1) three minute (3:00) Songified Video for an Animalist News segment featuring Catie Wayne, music cue sheet; Music, Master, and lead sheets	i. April 18, 2014
ii. Composer and video re-mixer services for the creation of various Songified Videos, and delivery of music cue sheets, Music, Masters, and lead sheets as directed by Company during the Term	ii. Final delivery of the Songified Videos and all deliverables shall be within (5) days of Company's request to Contractor or as otherwise directed by Company
iii. Certificates evidencing insurance	iii. Upon full execution of this Agreement, or as otherwise directed by Company
iv. All clearance agreements, as applicable	iv. At time of delivery of Results and Proceeds, or any time thereafter, if and when requested by Company

b. **Technical Requirements** - The Materials shall be delivered to Company via an FTP site or as otherwise directed by Company.

7. Contractor agrees that the rights and remedies of Contractor in the event of a breach of this Agreement by Company shall be limited to the right to recover damages, if any, in an action at law, and in no event shall Contractor be entitled to terminate or rescind this Agreement or enjoin or restrain the exploitation of the Songified Videos or Materials. Contractor acknowledges and agrees that Contractor's services hereunder are being rendered pursuant to this non-union Agreement. Contractor further acknowledges that Company is not a signatory to any collective bargaining agreement.

8. All provisions hereof concerning Contractor's participation and the Results and Proceeds shall be kept strictly confidential by Contractor and Contractor's representatives. Neither Contractor nor Contractor's representatives shall issue any press releases or public statements (including, without limitation, any online or print communications or social media postings) about Company or Contractor's participation hereunder, without Company's prior written permission. Neither Contractor nor Contractor's representatives shall use Company's or any of its affiliated companies' name, logo, trademark or other proprietary mark in any manner without Company's prior written approval.

9. In consideration for Contractor's services, Company agrees to the following: Contractor shall receive a credit on each Songified Video, subject to the terms and conditions set forth below.

a. Upon the condition that Company has not engaged the services of any other composer with respect to the Songified Videos, and that the Master, as delivered to Company, is substantially embodied in the Songified Videos, Company agrees that Contractor shall receive a credit on the Songified Videos substantially as follows: "[Program title] remixed by danielson742." The YouTube versions of the Songified Videos shall include an annotation to Contractor's YouTube channel and a link in the description.

b. All other matters with respect to Contractor's credit shall be determined by Company in its sole discretion. Any casual or inadvertent failure to comply with the foregoing credit requirements shall not constitute a breach by Company and in no event shall Contractor be entitled to injunctive or other equitable relief as a consequence of any breach by Company thereof.

c. The foregoing shall only be granted upon receipt of satisfactory completion of all Services, and delivery and approval of the Results and Proceeds in Company's sole but reasonable discretion.

10. In the event that any Services performed by Contractor hereunder are unacceptable to Company in Company's sole but reasonable discretion, Contractor shall revise or redo such Services to Company's satisfaction at no additional cost to Company.

11. Company shall have the right to terminate this Agreement at Company's sole election effective immediately upon notice to Contractor at any time. Upon termination, Contractor shall be compensated for all services performed and all Materials actually delivered to Company as of the date of termination. In the event of termination of this Agreement, Company, for the avoidance of doubt, shall be the sole owner of all Materials created by Contractor as of the date of such termination, and Contractor will immediately deliver all Materials to Company.

12. Contractor acknowledges and agrees that Contractor is an independent contractor and that Contractor's employees and agents, if any, are not employees or agents of Company for any purpose and that Company is not responsible for any federal, state or local withholding or employer taxation obligations, social security benefits or unemployment compensation related to the Services performed under this Agreement. Contractor acknowledges that at no time shall Company be liable for any of Contractor's insurance obligations, nor shall Contractor rely upon Company for any insurance coverage or reimbursement. Contractor shall obtain and maintain insurance of a kind and in an amount that is commercially reasonable given Contractor's responsibilities and obligations under this Agreement, and in no event shall Contractor seek coverage under any of Company's insurance policies.

13. Contractor further represents and warrants that Contractor qualifies as an independent contractor under the provisions of the Internal Revenue Code and its common law rules and is filing all required forms and making all necessary payments appropriate to the Contractor's independent contractor tax status. This Agreement shall not be interpreted or construed to create an employment relationship, an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

14. This Agreement shall be governed by applicable federal law and by the laws of the State of California applicable to contracts entered into and to be wholly performed within this State. Contractor and Company hereby submit and consent to the exclusive jurisdiction of the State and federal courts located in the State of California with venue in the County of San Francisco.

DANIEL BRYANT:

Sign Name: _____

Print Name: _____

Title: _____

Telephone No: _____

Email: _____

Tax ID/ Social Security No: _____

Date: _____

DISCOVERY DIGITAL NETWORKS, INC:

Sign Name: _____

Print Name: _____

Title: _____

Date: _____