



Electronic Arts Intermix
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Artist's Contract

Electronic Arts Intermix, Inc (EAI), and _____,
(Artist, address), in consideration of the mutual promises contained herein, and for other
good and valuable consideration, hereby agree:

1. Artist grants EAI the right to distribute his/her videotapes entitled (see schedule A).
Such right to distribute shall include, but is not limited to, videotape, videocassette
and/or videodisc distribution for the following markets:
 - a) Non-theatrical sales and rentals for use in schools, universities, libraries,
museums and other educational and cultural groups and institutions
 - b) Broadcast, satellite, pay cable and public access transmission
 - c) Home video
 - d) Sales and/or rental to the general public
 - e) Non-broadcast cable transmission over closed circuit.
2. The artist warrants and represents that he/she has the right to enter into this
distribution agreement, free from any prior commitments that conflict with the Artist's
warranty and representations hereunder:
 - a) that each work has been created solely by the Artist alone or with others
represented by the Artists for the purposes hereof;
 - b) that any and all material included in each work is either original with the Artist
or others whom he/she represent(s) and has been properly cleared and authorized
for EAI distribution hereunder, including without limitation, books and articles,
music and records, photographs and film clips, radio and television excerpts, etc.;
 - c) that upon demand by EAI, the Artist can and shall produce such clearance
and/or authorization in writing; and that the Artist has advised EAI in writing, prior
to entering into this agreement, concerning any prior agreements with reference to
the use of the material included in the Artist's work.
3. The Artist agrees to indemnify and hold harmless EAI, its officers, employees and
assigns, from and against any and all claims, loss, damages and expenses (including, but
not limited to, attorneys' fees and other costs of litigation) arising from any claim
brought against EAI as a result of the Artist's breach of such warranties and
representations as are contained in Paragraph 3, supra.

4. This agreement shall initially be in effect for three (3) years after the date of the Artist's signature, and shall continue on a year-to-year basis thereafter unless terminated by EAI or the Artist by notice of at least 90 days prior to the end of any such year. During the term of this contract, and any extension thereof, EAI may enter into any distribution agreement authorized hereunder, even if the performance of such agreement would extend beyond the term of the contract.
5. This agreement may be assigned by EAI in whole or in part in furtherance of the EAI distribution activities hereunder.
6. The financial arrangements between the parties shall be as follows:
 - a) EAI will remit to the Artists 50% of all receipts, after deduction of applicable duplication and manufacturing costs, when such receipts are attributable to distribution of the Artist's work for any use except those described in Paragraph 7(b), infra.
 - b) EAI will remit to the Artists 60% of receipts after deduction of applicable duplication and manufacturing costs, when such receipts are attributable to distribution of the Artist's work for commercial broadcast and cablecast.
7. Accounting by EAI will be done on a semi-annual basis, at which time the Artists will also be notified of individual sales, rentals, broadcasts, etc. Such accounting and notification will be accompanied by payment then due the Artist.
8. EAI will use its best efforts to distribute each work for the authorized purposes, and may establish standard fees and other conditions in that respect.
9. The Artist recognizes that, except in the case of non-theatrical distribution, EAI's licensing or other arrangements may require exclusivity restrictions. He / she undertakes to honor such exclusivity requirements and not to enter into any license or other arrangement that might be inconsistent therewith.
10. The Artist will cooperate with EAI in insuring that an artistically and technically acceptable master videotape is available for EAI's duplication and distribution of each work. Any costs that EAI may incur for master videotape dubbing, correcting or replacement will be deductible by EAI before payment to the Artist under Paragraph 7.
11. EAI may provide review copies of the Artist's works for purchase and festival consideration. EAI may also list the Artist's works, with appropriate images, excerpts, description, and bibliographical and biographical material about him / her, in its catalogues and other advertising materials, and in third party publications with a written agreement. The Artist agrees to supply EAI with accurate, current biographical and bibliographical material within two weeks of signing the contract.
12. EAI's master videotape will include a proper copyright notice in the Artist's name. EAI may add a presentation credit in its name at the beginning or end.

Accepted for Electronic Arts Intermix, Inc.

By: _____

Artist _____ Date: _____

Schedule A - list of titles:

*Corpus Callosum, 2001