

**PREPAID LEGAL SERVICE PACKAGE
TERMS & CONDITIONS**
Signed Pursuant to ESIGN

This Agreement is made and entered *[on the date of the Prepaid Legal Service Order Form]*, by and between BLAKE & WANG P.A., a California Professional Corporation, ("Attorney"), and *[name of user in the Prepaid Legal Service Order Form]*, ("Client").

1. SERVICES. Client hereby retains and employs Attorney to:

Perform contract and document review, chain-of-title review, consultation, and legal advice and guidance on any issue related to the project specified in the Prepaid Legal Service Order Form (the "Material"), including consultation regarding the Material, press package, and promotions materials, and consultation time on all topics related to the Material. Services shall not include securities or corporate filings, document preparation, litigation, arbitration or mediation, or filing services such as copyright, trademark, or patent unless requested by Client and separately negotiated therefor.

2. FEES AND EXPENSES. Client agrees to pay Attorney a flat fee of \$540.00, due before the start of any representation. Such flat fee shall be held until services shall actually commence.

If Client should request additional services other than those listed above, Attorney shall charge for additional services requested by Client at \$300.00 per hour. Attorney will prepare and send to Client at the start of each month a Monthly Billing Statement. Monthly bills for fees and expenses are due within 15 days of the date of each bill. An interest charge of 7.5% per month will be imposed on all amounts past due. In the event of nonpayment, or for other good cause, Attorney shall have the right to withdraw from further representation. An aggregate cap of 3 hours shall apply for time actually devoted to the service of Client, which shall include time spent by legal assistants, paralegals, and/or attorney. Expenses incurred at the request of Client are Client's responsibility and shall include long distance telephone calls, postage, copying charges, travel expense, and court costs. Our copying charge is \$.20 per page. With regard to occasional extraordinary charges, we may submit the invoice to you for direct payment after notification to you. Services described above shall explicitly not include travel or meetings with third parties on behalf of Client, or negotiations with third-parties including third-party attorneys. All documents prepared by Attorney shall be delivered as secure Acrobat Reader (.pdf) files for the convenience of Client. Attorney reserves the right to withdraw from representation if any conflict-of-interest is found with existing clients. Screenplays, teleplays, synopsis, treatments, and concepts will not be reviewed or submitted as part of the Prepaid Legal Service Package.

3. EXPIRATION OF THIS AGREEMENT. If Client does not return a signed copy of this agreement, along with the applicable fee, within 15 days, Attorney will assume Client has decided not to retain Attorney's services, in which case Client's file will be closed and no further action will be taken. Client is encouraged to contact Attorney if additional time is needed.

4. ATTORNEY'S DUTIES. In consideration for said payment, Attorney agrees to perform to the best of his abilities and to exhibit due diligence in the conduct of said services.

5. MISCELLANEOUS. This Agreement shall be governed by, and construed, in accordance with the laws of the State of California, applicable to contracts entered into and to be fully performed therein. In the event of a dispute or controversy between the parties hereto with reference to this contract, the fees, or the services provided for herein, the parties agree to submit such dispute to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, before a single arbitrator with knowledge of the entertainment industry, in the City of Beverly Hills, California. The arbitrator must be mutually approved by the parties in writing. The aggrieved party shall file a notice to arbitrate with the American Arbitration Association, whose rules and procedures shall govern such arbitration. The award of the arbitrator may be entered in any court of competent jurisdiction for enforcement. All costs of the arbitration, including reasonable outside attorneys fees and other out-of pocket expenses of the parties shall be awarded and apportioned by the arbitrator to the party or parties that prevail in the arbitration. The arbitrators will have no authority to award punitive, consequential or other damages not measured by the prevailing party's actual damages, except as may be required by statute. This Agreement shall represent a binding selection of the

American Arbitration Association as arbitrator of all claims hereunder pursuant to section 6200-6206 of the California Business and Professions Code.

6. CREDIT. Attorney shall be accorded credit on the screen and above anywhere another representative is listed, as follows: "Legal Services by BLAKE & WANG P.A." Such credit shall be in a size of type and prominence (as to height, width, thickness, boldness and duration) equal or larger than that of any other attorney or Client representative.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date above written.

THIS AGREEMENT IS VOID AND WITHOUT EFFECT WITHOUT THE ESIGN DIGITAL SIGNATURE AUTHORIZATION AND WITHOUT PAYMENT OF THE APPLICABLE FEE. PLEASE CONTACT BLAKE & WANG P.A. DIRECTLY AT THE NUMBER BELOW REGARDING REPRESENTATION STATUS OF THE CLIENT.

[Signed pursuant to ESIGN digital signature in the Prepaid Legal Service Order Form]