



Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**Re: Fox Entertainment | FWI Letter Agreement**

Reference is hereby made to that certain Submission of Material – Release and Agreement (the “**Submission Agreement**”), between \_\_\_\_\_ (“**Writer**”) and XOF Studios, LLC (“**FOX**”) (FOX and Writer, the “**Parties**”), in connection with the FOX Writers Incubator (“**FWI**”).

*In the event Writer is selected for and participates in FWI*, then, subject to Paragraph 3.a. below and in exchange for the first look and first negotiation/last refusal rights described herein, FOX will pay Writer an amount equal to Fifteen Thousand Dollars (\$15,000) (“**Rights Fee**”), which shall be payable over the course of Writer’s participation in FWI.

1. First Look: During the period commencing on the first day of FWI programming (TBD, but currently anticipated to be January 2022) and continuing for a period of six (6) months following the last day of FWI programming, Writer hereby grants FOX an exclusive “First Look” in and to: (i) the FWI submitted script; (ii) any new or revised scripts developed by Writer for FWI (each of the materials described in subparagraphs (i) and (ii) herein, an “**FWI Script**”); and (iii) any other television or feature-length concepts, ideas, formats, treatments, scripts and other literary materials created, originated, developed, acquired, owned and/or controlled by Writer. “First Look” shall be defined as the Writer’s obligation to submit the materials described herein (including, in each instance, without limitation, the story, characters, teleplay, all rewrites, revisions and polishes to each such materials, and all elements thereof) to FOX, for approval or rejection by FOX within a reasonable period of time for FOX to review and evaluate such materials before submitting such materials to any other party for possible commercial exploitation.
2. First Negotiation/Last Refusal Rights in connection with FWI Scripts:
  - a. For the period commencing on the first day of FWI programming and continuing for a period of sixteen (16) weeks henceforth (the “**Term**”), if FOX desires to purchase a FWI Script for further development, then Writer agrees to negotiate first, exclusively and in good faith with FOX for a period of thirty (30) days (the “**Negotiation Period**”) with respect to FOX’s acquisition of such rights. Notwithstanding the foregoing, the Parties hereby agree that Writer’s script fee for such acquisition shall be Seventy-Five Thousand Dollars (\$75,000) (“**Script Fee**”) or, if and as applicable, the applicable WGA Upset Price, if higher (i.e., there shall be no obligation for FOX to pay the WGA Upset Price for any production not governed by the applicable WGA Agreement or any production for which there is no applicable WGA Upset Price [e.g., a non-high budget SVOD made-for-new-media production]), with the remainder of the terms subject to good faith negotiation between the Parties; provided, however, in the event the FWI Script is developed for initial exhibition by exhibitors or distributors other than U.S. linear network television (i.e., ABC, CBS, NBC or FBC), then the Parties shall discuss a reduction in the Script Fee in good faith. At no time prior to or during the Negotiation Period shall Writer discuss with any third party any contract or agreement with respect to such FWI Script.
  - b. If no agreement is reached by the end of the Negotiation Period, Writer may negotiate with a third party with respect to such rights, but, for a period of one (1) year following the expiration of the latter of: (i) the Term; or (ii) the Negotiation Period, Writer may not enter into any such agreement (the “**Third-Party Agreement**”) without first offering to FOX the financial terms and conditions of such agreement (the “**Last Refusal Right**”). It is agreed that FOX need not meet any non-monetary terms or conditions of the offer by such third party that are not as readily capable of being performed by one person or entity as another. FOX shall have twenty (20) business days after Writer provides FOX with written notice of said offer (which shall include the name of the offeror) to respond thereto. If FOX gives Writer written notice of its acceptance thereof, FOX and Writer shall thereafter negotiate in good faith with the objective of entering

into a formal written agreement embodying the financial terms and other terms agreed upon in good faith between the Parties. If FOX rejects said offer, Owner may enter into the Third-Party Agreement but may not enter into an agreement which materially differs from the Third-Party Agreement without first offering such different agreement to FOX. For the avoidance of doubt, FOX's failure to accept any offer shall not constitute a waiver of its Last Refusal Right with respect to subsequent offers for a FWI Script.

3. Miscellaneous:

- a. The terms of this FWI Letter Agreement and Writer's participation in FWI are subject to Writer maintaining good standing with FOX and abiding by FOX's policies and rules throughout the Term. In the event Writer is in violation of any FOX policies or rules, FOX will have no further obligation to Writer, including but not limited to paying Writer the remainder of the Rights Fee.
- b. In the event the Parties agree on terms for FOX to acquire a FWI Script, FOX shall have the right to assign this FWI Letter Agreement and the Submission Agreement to the applicable guild signatory entity for such project.
- c. FOX reserves the right to require Writer to sign further documents in order to participate in FWI.
- d. If, under applicable law, FOX is required to deduct or withhold any amount due to Writer for, or on account of, taxes, FOX shall: (i) withhold the legally required amount from payment, (ii) remit the amount of tax withheld to the applicable taxing authority, and (iii) within a reasonable amount of time, deliver to Writer documentation evidencing such remittance of tax withheld. In determining the amount of payment subject to withholding, the Parties shall give due regard to all applicable international law, including income tax treaties and protocols. Writer agrees to provide FOX with any applicable IRS forms, as required by FOX, as soon as reasonably practicable prior to the first payment by FOX to Writer.
- e. **For the avoidance of doubt, Writer will not be entitled to and will not receive any wages, remuneration or financial benefits as compensation for the time spent as a participant in FWI.**
- f. Although no employment is guaranteed upon completion of the program, to the extent Writer is at some point subsequently offered employment by FOX, any such employment shall be subject to Writer providing appropriate documentation of their eligibility to work in the United States.

This FWI Letter Agreement together with the Submission Agreement represents the entire understanding between the Parties in connection with the subject matter hereof and supersedes any and all prior agreements and understandings, whether written or oral, and except as set forth herein, all other terms and conditions of the Submission Agreement shall remain in full force and effect and are hereby ratified and confirmed.

Very truly yours,

Accepted and Agreed to:

XOF Studios, LLC ("FOX")

By: \_\_\_\_\_

By: \_\_\_\_\_ ("Writer")

Its: \_\_\_\_\_